MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 16, 2026

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 **September 16, 2026.** The following members were present:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	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 Vincent at 11:30 a.m. with the following members present, constituting a quorum:

Tyler Vincent	Chairman
Lee Perry	Commissioner
Boyd Bingham	Commissioner
Marla Young	County Clerk

The prayer was offered by Chairman Vincent.
The Pledge of Allegiance was led by Commissioner Perry.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 2, 2026 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review Items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA/LATCF

There were no ARPA/LATCF items discussed.

EMPLOYEE RECOGNITION

Chairman Vincent recognized the fairgrounds crew for their hard work, dedication, and hours spent all year long to make our fairgrounds great. He recognized Amy Adams, Al Firth, Colter Coombs, Dan Johnson, and Kendall Jones as Employees of the month. He read a letter from Fairgrounds Director Jan Rhodes stating the fairgrounds crew is remarkable and works together extremely well. They work hard to keep the grounds in good order. They care about doing a good job. They work many early mornings and late nights to be prepared for events. She expressed her gratitude for them.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

The Carnegie Hero Fund Commission Awards James Peasnall-Val Potter

Val Potter, Northern Utah Outreach Director for Senator Curtis, explained the Carnegie Hero Award and presented the medal to James Peasnall to recognize him for his outstanding bravery and heroism. He related this story: James Peasnall saved a man and a boy from drowning in Ogden, Utah, May 19, 2024. After a boy, about 10, fell into the cold, fast-flowing Ogden River and his father jumped in after him, the father struggled to keep them both afloat as the current

swept them downstream. Peasnall, an off-duty sheriff's deputy, was at a nearby playground with his children when he heard screams, sprinted along the riverbank, and jumped in on top of them, fully-clothed and wearing cowboy boots. Peasnall grabbed the father, who held the boy, and pulled them both to shore about 150 feet downstream. He pushed the father onto a tree near the water's edge, but the father let go of the boy, who was then carried away by the current. Peasnall swam after the boy, who disappeared underwater. Peasnall submerged several times until he located him, then pulled him to shore about 150 feet downstream of the father. Hearing more screams, Peasnall climbed out of the water and ran back to where the father clung to the tree and carried him up onto the riverbank. The boy and his father were cold but uninjured. Peasnall was cold, suffered bruises from striking rocks, and vomited water for about a day, but declined medical attention.

Chairman Vincent congratulated James Peasnall and thanked him for his service, hard work, and willingness to react at a moment's notice. We appreciate our law enforcement and emergency services for what they do to protect us and keep us safe.

COMMISSIONERS

Introduction to the Council and Review the Council's Research and Rural Transportation Initiative-Avery Walsh

Avery Walsh, Project Director, and Libby Oseguera, Utah Director for Utah Developmental Disabilities Council introduced themselves to the Commission and spoke about the needs of those with intellectual disabilities in the state. They are meeting with local leaders and state agencies to discuss a strategic plan to make sure services are provided to allow those with disabilities to participate in community life. They talked about a transportation study to address limited access for medical, recreational, and shopping transportation. They identified barriers such as cracked sidewalks, debris on pathways, and a lack of bike lanes. They would like to improve resources using public and private options. They are trying to identify what is and is not working in rural counties. Solutions in large cities may not work in rural communities. They invited the Commission to help advocate for the communities.

Interlocal Agreement #26-51 with Cache County for Indigent Defense Services-Michael McGinnis

Michael McGinnis, Director of Box Elder/Cache Public Defenders Office, explained Agreement #26-51 is an interlocal agreement with Cache County renewing the contract for Indigent Defense Services.

MOTION: Commissioner Perry made a motion to approve Interlocal Agreement #26-51. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of

Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 2 - Interlocal Agreement #26-51

Public Defender Agreement #26-53 for Indigent Legal Services With Roger Adams-Michael McGinnis

Michael McGinnis, Director of Box Elder/Cache Public Defender's Office, stated a public defender resigned and Roger Adams is replacing him. Agreement #26-53 is for Indigent Legal Services with Roger Adams. He stated Mr. Adams is very experienced.

MOTION: Commissioner Perry made a motion to approve Agreement #26-53. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 3 - Agreement #26-53

Ordinance #667 Approving Public Utility Franchise Agreement with Rocky Mountain Power-Glen Thurston

Deputy Attorney Glen Thurston explained Ordinance #667 authorizes the Commission to sign an agreement with Rocky Mountain Power to use rights of way on county roads.

MOTION: Commissioner Perry made a motion to approve Ordinance #667. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 4 - Ordinance #667

Renewal of Public Utility Franchise Agreement #26-52 with Rocky Mountain Power-Glen Thurston

Deputy Attorney Glen Thurston stated Agreement #26-52 is a renewal contract with Rocky Mountain Power to use rights of way on county roads.

Commissioner Perry asked if we do this for other utility companies. The Commission directed Glen Thurston to look into it.

MOTION: Commissioner Perry made a motion to approve Agreement #26-52. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 5 - Agreement #26-52

Requesting to Purchase a Surplus Parcel #08-065-0012 a Compliant Parcel that was not Sold at Tax Sale in 2026-Ryan Nelson

Auditor Shirlene Larsen stated that during the tax sale last spring this particular parcel was bid upon. Per our ordinance they have to pay within a five day period of time and if they do not pay, it goes to the next highest bidder. They approached the second highest bidder about the parcel and they didn't want to purchase it at that point. The parcel was struck back to the county.

Attorney Stephen Hadfield stated the property is now owned by the county and in order to dispose of it to get the highest and best value, the county needs to go through the disposal process.

Auditor Shirlene Larsen stated they can use the Public Surplus Website to put it out for bid. She stated it is a compliant property and has road access.

MOTION: Commissioner Perry made a motion to put this parcel out to bid and follow the proper disposal process and notify those that may have bid on it before. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

WEED DEPARTMENT

MOU #26-54 for the NAISMA's Certified Weed-Free Gravel Inspection Course-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained MOU #26-54 is between Box Elder County and NAISMA. He stated the grant will help the weed department to take a course to certify gravel as weed free.

MOTION: Commissioner Bingham made a motion to approve MOU #26-54. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Vincent voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

ATTACHMENT NO. 6 - MOU #26-54

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

Chairman Vincent reviewed the guidelines of public comment period.

DeAnna Hardy of Brigham City stated the Box Elder Committee of Liberty reminds the Commissioners that September is Constitution Month and September 17th is Constitution Day. She said we celebrate the greatest human rights document ever written in the entire world. It took 700 years for our founding fathers to obtain all the foundational principles and write them into our Constitutions, both federal and state. God raised up wise men to establish our Republic form of government so that all his children would have liberty. Many representatives are fighting against God and the liberty he wants for his children. She presented that today, the American citizen is treated with the same total disregard as the colonists because our representatives fail to keep their oaths of office to both the US and State Constitutions. If you want to test the true character of a person, give them power and see what they do with it.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 130655 through 130714 in the amount of $650,670.09 with voided claim number 126860 and claim numbers 130574 through 130590 in the amount of $1,342,726.07 with voided claim numbers 130591 through 130593, 125411, 126344, 126540, 127382 and 130194.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Type of Change:	Effective Date:
SNIDER, KENT	ATTORNEY'S OFFICE	NEW HIRE	09/16/2026
SNIDER, KENT	ATTORNEY'S OFFICE	CELL PHONE REIMBURSEMENT	09/16/2026
ADAMS, NATHAN	AUDITOR'S OFFICE	COMPENSATION CHANGE	09/08/2026
FREEZE, DAVID	SHERIFF'S OFFICE	SEPARATION	09/02/2026
ISOM, PAXTON	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/12/2026
SOMMERS, DEVIN	SHERIFF'S OFFICE	VOLUNTEER	09/16/2026
CHRISTIANSEN, RYLEN	ATTORNEY'S OFFICE	VOLUNTEER	09/16/2026
SANCHEZ, MARCUS	SHERIFF'S OFFICE	VOLUNTEER	09/16/2026
HANSEN, ANNE	ATTORNEY'S OFFICE	COMPENSATION CHANGE	09/06/2026
VILLAPUDUA, ERYN	ATTORNEY'S OFFICE	SEPARATION	09/11/2026
CROCKETT, LYNNETTE	ADMIN. SERVICES	TRANSFER	09/06/2026
ELZE, HAYDEN	WEED DEPARTMENT	SEPARATION	08/29/2026
HUNTER, RILEY	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/13/2026
CHRISTIANSEN, DESTIN	COMMUNITY DEVELOPMENT	COMPENSATION CHANGE	09/20/2026
FISCHER, DALE	ROAD DEPARTMENT	COMPENSATION CHANGE	09/08/2026
ASTLE, EDWARD	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/15/2026
ZITO, HAYDEN	SHERIFF'S OFFICE	COMPENSATION CHANGE	09/12/2026
STEVENSON, TIFFANY	FAIRGROUNDS	REHIRE	08/25/2026
FRASSRAND, STACIE	ATTORNEY'S OFFICE	COMPENSATION CHANGE	09/18/2026
JENSEN, FAYLENE	RECORDER'S OFFICE	COMPENSATION CHANGE	09/25/2026

CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 12:31 pm.

ADOPTED AND APPROVED in regular session this 7th day of October 2026.

Tyler Vincent , Chairman

Lee Perry, Commissioner

Boyd Bingham, Commissioner

COUNTY CLERK STATE SEAL OF UTAH BOX ELDER COUNTY

ATTEST:

Marla R. Young, Clerk

COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, September 16, 2026 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday September 16, 2026 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may partcipate via phone or other electronic means.*

1. **ADMINISTRATIVE / OPERATIONAL SESSION**
   - A. Agenda Review / Supporting Documents
   - B. Commissioners' Correspondence
   - C. Staff Reports
2. **CALL TO ORDER 11:30 A.M.**
   - A. Invocation Given by: Chairman Vincent
   - B. Pledge of Allegiance Given by: County Assessor Cory Wilde
   - C. Approve Minutes September 2, 2026
3. **ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**
4. **FORMER AGENDA ITEMS**
5. **EMERGENCY MANAGEMENT ISSUES**
6. **ARPA/LATCF**
7. **BOX ELDER COUNTY EMPLOYEE RECOGNITION**
8. **PUBLIC INTERESTS / PRESENTATIONS / CONCERNS**
   - A. 11:40 The Carnegie Hero Fund Commission Awards James Peasnall-Val Potter
9. **COMMISSIONERS**
   - A. 11:50 Introduction to the Council and Review the Council's Research and Rural Transportation Initiative-Avery Walsh
   - B. 12:00 Interlocal Agreement #26-51 with Cache County for Indigent Defense Services-Michael McGinnis
   - C. 12:02 Public Defender Agreement #26-53 for Indigent Legal Services With Roger Adams-Michael McGinnis
   - D. 12:04 Ordinance #667 Approving Public Utility Franchise Agreement with Rocky Mountain Power-Glen Thurston
   - E. 12:06 Renewal of Public Utility Franchise Agreement #26-52 with Rocky Mountain Power-Glen Thurston

F. 12:08 Requesting to Purchase a Surplus Parcel #08-065-0012 a Compliant Parcel that was not Sold at Tax Sale in 2026-Ryan Nelson

10. WEED DEPARTMENT

A. 12:13 MOU #26-54 for the NAISMA's Certified Weed-Free Gravel Inspection Course-Wyatt Freeze

11. 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.

12. WARRANT REGISTER

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

14. CLOSED SESSION

15. ADJOURNMENT

Prepared and posted this 11th day of September, 2026. Mailed to the Box Elder News Journal and the Leader on the 11th day of September, 2026. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



Marla R. Young - County Clerk

Box Elder County

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

INTERLOCAL COOPERATION AGREEMENT
FOR INDIGENT DEFENSE MANAGEMENT SERVICES

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

RECITALS

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

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

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

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

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

WHEREAS, Cache is willing to enter into an agreement with Box Elder to provide

assistance to Box Elder by allowing Box Elder to utilize Cache's Public Defender Managing Office for assistance with the management of Box Elder's indigent defense services;

WHEREAS, Box Elder and Cache have previously entered into an agreement for Cache to provide assistance to Box Elder by allowing Box Elder to utilize Cache's Public Defender Managing Office for assistance with the management of Box Elder's indigent defense services; and

WHEREAS, the original term of the previous agreement between Box Elder and Cache expires on December 31, 2026;

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

I. TERM

A. This Agreement shall be effective upon execution by all Parties, but no earlier than January 1, 2027 ("Effective Date") and shall continue through December 31, 2029.

B. This Agreement may be terminated by either Cache or Box Elder at any time by giving 90 days written notice of its intent to withdraw from the Agreement.

II. INTERLOCAL AGREEMENT PROVISIONS

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

A. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

B. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

C. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

D. No separate legal entity is created by the terms of this Agreement, and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

E. This Agreement shall be administered and managed by Michael McGinnis for as long as he is employed by Cache County, otherwise the Agreement shall be administered and managed by the Cache County Executive or his designee, on behalf of Cache. This Agreement shall be administered and managed by the current County Commission Chair on behalf of Box Elder.

III. SCOPE OF SERVICES

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

A. Monitor caseloads of attorneys representing indigent defendants in Box Elder County and ensure that the indigent defense services in Box Elder County comply with the indigent defense standards established by IDC.

B. Manage the current and future public defender contracts, which, with the approval of the Box Elder County Commission, includes the procurement of new or additional contracts and the termination of existing contracts.

C. Meet with Box Elder's designated individual, not to include any prosecution or court personnel, annually to review indigent defense attorney caseloads, performance and budgetary needs for the following year.

D. With the cooperation and assistance of Box Elder and the Public Defenders, maintain and make available statistical data necessary

for reporting to the IDC, as required by any grant funding.

E. Approve the expenditure of Box Elder budgetary funds in accordance with Box Elder County Purchasing Policy and under the direction of the Box Elder County Auditor.

F. With the cooperation and assistance of Box Elder and Public Defenders submit all necessary and required reporting to the IDC, with sufficient timeliness to meet all IDC deadlines in order to receive quarterly reimbursement payments.

G. Be responsible for future grant applications and/or amendments.

H. Be responsible for future grant applications and/or amendments on behalf of Box Elder's indigent defense services.

I. Advise, regarding necessity and reasonableness of any requested defense resources and defense expenses.

J. Each County shall be responsible for their own costs related to capital defense and appellate cases.

IV. COSTS AND COMPENSATION

A. Box Elder shall pay and be responsible for payment, without any judicial or prosecutorial interference or oversight, of all Box Elder County indigent defense services, costs and/or expenses including but not limited to:

(i) Attorneys' fees for all attorneys providing authorized indigent defense services within Box Elder County;

(ii) Investigators;

(iii) Expert consultation and witnesses;

(iv) Scientific and medical testing;

(v) Transcripts;

(vi) Copies of records; and

(vii) Any other resource reasonably necessary to provide a complete defense as required by the Federal and State Constitutions, and Utah laws.

B. Box Elder shall pay Cache approximately 1/3 the cost of Cache's Public Defender Managing Office, $99,800 (ninety-nine thousand eight hundred) and those payments shall be made quarterly to the Cache County finance department and as requested by invoices received from the managing defender for contract payments to the public defenders.

C. Box Elder County shall reimburse Cache County for supplies, equipment and operating expenses incurred in providing the services listed up to the budgeted amount of $5,784 (five thousand seven hundred eighty-four) Cache County shall submit invoices to Box Elder County at least once each quarter for the reimbursement of said expenses and Box Elder County shall pay invoices within 30 days of receipt. Any expenses beyond this amount shall require pre-approval from the Box Elder County Commission Chair.

D. The Parties shall discuss payments and other costs necessary to provide indigent defense services during the months of September and October of each year. This will allow the parties to make any necessary adjustments to their budgets for the following year. Adjustments to the payment amount shall go into effect on January 1st of each year.

E. Upon a showing of critical need, Cache or Cache's Public Defender Manager Office may request additional funding for extraordinary unforeseen expenses which may arise during the term of this Agreement, which are not provided by seeking additional grant funding from the Indigent Defense Commission.

V. MISCELLANEOUS

A. **Amendment**. This Agreement may be amended by written agreement of the parties, upon adoption of a resolution by each of the parties and approval as to form by each party's respective attorney, and upon meeting any other applicable requirements of the Interlocal Cooperation Act.

B. **Captions and Headings**. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or intent of any sections or provision of this Agreement.

C. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below:

D. **Agency**. No agent, employee, or servant of one the Parties is or shall be deemed to be an agent, employee, or servant of the other Parties. None of the benefits provided by any of the Parties to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Parties. The Parties shall each be solely and entirely responsible for their own acts and for the acts of their respective agents, employees, and servants during the performance of this Agreement.

E. **Indemnification**. The Parties agree to indemnify, hold harmless, and defend each other , their officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, their subcontractors, or the employees of any, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, any of the Parties' breach of this Agreement or any acts or omissions of or by any of the Parties, their agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement.

F. **Governmental Immunity**. The Parties are governmental entities under the

Governmental Immunity Act of Utah, §§ 63G-7-101, et seq. (1953, as amended) (the "Immunity Act"). Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing contained in this Agreement shall be construed as a waiver by any of the Parties of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

G. **No Officer or Employee Interest**. It is understood and agreed that no officer or employee of any of the Parties has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

H. **Default**. If any of the Parties defaults in the performance of the Agreement, or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, not including attorney's fees, which may arise or accrue to the non-defaulting party from enforcing the Agreement.

I. **No Limitation of Rights**. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by any of the Parties shall in no event constitute a waiver as to any future breach.

J. **Compliance with Laws**. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement.

K. **Records**. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement must be kept readily available for review by Parties from time to time upon any of the Parties' request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until

completion or resolution of any audit in process or pending resolution. Such records are subject to the Utah Government Records Access and Management Act, Utah Code Ann.§§ 63G-2-101 et seq. (1953, as amended).

L. **Assignment and Transfer**. The Parties may not assign or transfer their respective duties of performance nor their rights under this Agreement.

M. **Time**. The parties stipulate that time is of the essence in the performance of this Agreement.

N. **Entire Agreement**. This Agreement constitutes the entire Agreement between the Parties, and no statements, promises, or inducements made by either party, or agents for either party, that are not contained in this written Agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

O. **Severability**. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be void, voidable, unenforceable, or invalid, prohibited or unenforceable under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

P. **Governing Law.** It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and any applicable county ordinances, both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the First District Court.

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

R. **Warrant of Signing Authority**. The person or persons signing this

Agreement on behalf of each of the Parties warrants his or her authority to do so and to bind the Parties to this Agreement.

S. **Non-Appropriation**. Box Elder's financial obligations to pay for a portion of Cache's Public Defender Managing Office under this Agreement are contingent upon the availability and annual appropriation of funds by the Box Elder County Commission. If funds are not appropriated or are otherwise unavailable, Box Elder may terminate this Agreement without penalty or further obligation upon written notice to Cache.

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

CACHE COUNTY

_____ _____

CACHE COUNTY EXECUTIVE DATE

ATTEST:

_____ _____

CACHE COUNTY CLERK DATE

APPROVED AS TO FORM:

_____ _____

CACHE COUNTY ATTORNEY DATE

BOX ELDER COUNTY

BOX ELDER COUNTY COMMISSION

9/16/2026
DATE

ATTEST:

BOX ELDER COUNTY CLERK

September 16, 2026
DATE

APPROVED AS TO FORM:

BOX ELDER COUNTY ATTORNEY

9/16/2026
DATE

BOX ELDER COUNTY
AGREEMENT FOR INDIGENT LEGAL SERVICES
PUBLIC DEFENDER CONTRACT (District Court)

THIS AGREEMENT made and entered into this 16th day of September 2026, by and between Box Elder County and **Roger Adams** hereinafter referred to as "Public Defender or 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. The Public Defender shall disclose to the Managing Defender all other indigent defense contracts that they are currently working or associated with.
    d. 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.
    e. 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.
    f. 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.

g. 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.

h. 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 ***September 14th, 2026, through June 30th, 2028. (Approximately twenty-one and a half months).*** Box Elder County agrees to pay the Public Defender a monthly flat fee of **$8,000** ($96,000 per year). The fee shall be prorated to $4,533.33 for the work performed in September 2026. 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 $90 per hour for each hour of trial after the first full day of trial in any felony case (court room time only).

3) **Legislative Allocation:** This Agreement is subject to and conditioned upon future legislative allocation of funds by the Box Elder County Commission.

4) **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.

5) **Continuing Legal Education Reporting:** The Public Defender agrees to report all Continuing Legal Education hours obtained to the Managing Defender. This report must be given to the Managing defender each year on or before the filing deadline set by the Utah State Bar.

6) **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.

7) **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.

8) **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.

9) **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.

10) **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. Before any expense is incurred, the Public Defender shall obtain the approval of the Managing Defender. Payment for any expense incurred by the Public Defender and not previously approved by the Managing Defender shall be the sole responsibility of the Public Defender.

11) **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.

12) **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.

13) **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 Defender provider, subject to the approval of the court.
c. All cases that are set for trial by the leaving Defender are the responsibility of that Defender even if the trial occurs after their contractual period.

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) **Right to Terminate:** This Agreement may be terminated, with or without cause, by either party, upon sixty days written notice. Notice can be through email, mail, or text messages.

16) **Non-Assignability:** This Agreement may not be assigned by the Public Defender to any other attorney without the specific written approval of Managing Defender.

17) **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.

18) **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.

19) **Indemnification:** The Defender shall indemnify and hold harmless Box Elder County, its officer, officials, agents, servants and employees, from all claims, actions, lawsuits, judgments, costs of litigation, including reasonable attorney's fees and punitive damages, or liabilities of any kind whatsoever, arising from Defender's failure to provide such services as agreed to in this Agreement, and any negligent or wrongful acts. Such acts include, but are not limited to, malpractice of Defender, its agents, servants or employees in providing services hereunder. To the fullest extent possible under the law, both Defender and Box Elder County agree to indemnify the other party against claims and costs related thereto (including attorney's fees) resulting from injury of any kind arising out of the negligence, wrongful act, or omission of the party. Box Elder County is a governmental entity and nothing in this Agreement shall be interpreted as waiving any rights of Box Elder County and its employee under the Governmental Immunity Act of Utah, Utah Code 63G, Chapter 7.

20) **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.

21) **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.

22) **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.

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

PUBLIC DEFENDER	DATE
MANAGING DEFENDER	DATE
BOX ELDER COUNTY COMMISSION	DATE 9/16/2026
ATTEST: BOX ELDER COUNTY CLERK	DATE 9/16/2026

APPROVED AS TO FORM:

BOX ELDER COUNTY ATTORNEY	DATE 9/16/2026

ORDINANCE NO. 667

AN ORDINANCE OF THE BOX ELDER COUNTY COMMISSION, APPROVING A PUBLIC UTILITY FRANCHISE AGREEMENT TO ROCKY MOUNTAIN POWER.

WHEREAS, Box Elder County (the "County"), as Grantor, and Rocky Mountain Power, an Unincorporated division of PacifiCorp ("RMP"), as Grantee, are parties to that certain agreement titled "PUBLIC UTILITY FRANCHISE AGREEMENT" (the "Agreement"); and

WHEREAS, RMP is a regulated public utility that provides electric power and energy to the citizens of the County and other surrounding areas;

WHEREAS, the County, in accordance with the provisions of Utah Code § 17-78-402 has the authority to regulate power line facilities within public ways and to grant to RMP a general utility easement for the use thereof;

WHEREAS, the County has previously granted RMP an electric utility franchise and general utility easement;

WHEREAS, the previous agreement expires on September 5, 2026;

WHEREAS, the County Commission finds that approving the Agreement between the County and RMP serves a valid public purpose by facilitating reliable utility and electrical infrastructure, and supporting health, safety, and welfare within the County; and

WHEREAS, the County Commission desires to approve the Agreement, authorize its execution and delivery, and authorize County officials to take all actions necessary or desirable to implement and administer the Agreement and to record documents as appropriate.

NOW THEREFORE, the County Legislative Body of Box Elder County ordains as follows:

Section 1: Approval of Agreement. The Agreement, titled "PUBLIC UTILITY FRANCHISE AGREEMENT," by and between Box Elder County, as Grantor, and Rocky Mountain Power, as Grantee, in substantially the form attached to this resolution as Appendix A, is hereby approved.

Section 2: Authorization to Execute and Deliver. The Chair of the County Commission is authorized and directed to execute and deliver the Agreement and other documents necessary or desirable to effectuate the purposes of this Ordinance. The County Clerk is authorized to attest and affix the County seal to the Agreement and related documents, and to maintain the official records pertaining thereto. The County Attorney is authorized to approve the final form of the Agreement and ancillary documents as to legal form and to take actions necessary to implement and enforce the Agreement.

Section 3: Recording and Implementation. The County Recorder is authorized and directed to cause the Agreement and any necessary memoranda or plats to be recorded in the official records of Box Elder County, and to coordinate with the Grantee regarding any exhibits, legal descriptions, or ancillary documents consistent with the Agreement.

Section 4: Ratification. All actions previously taken by any County officials, employees, agents, or representatives in connection with the negotiation, review, and preparation of the Agreement and related documents are hereby ratified, approved, and confirmed.

Section 5: Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED, ADOPTED, AND A SYNOPSIS ORDERED PUBLISHED this 16th day of September 2026, by the Board of County Commissioners of Box Elder County, Utah.

Commissioner Vincent Voting Aye

Commissioner Bingham Voting Aye

Commissioner Boyd Voting Aye

Tyler Vincent, Chair

ATTEST:

Marla Young, County Clerk



PUBLIC UTILITY FRANCHISE AGREEMENT

This PUBLIC UTILITY FRANCHISE AGREEMENT ("Franchise") is entered into by and between BOX ELDER COUNTY, a political subdivision of the State of Utah ("County") and PACIFICORP, an Oregon corporation, and also known as Rocky Mountain Power ("Rocky Mountain Power"), effective as of the date the last party executes this Franchise as indicated by the date stated next to that Party's signature.

RECITALS

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of the County and other surrounding areas; and

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the County; and

WHEREAS, on September 14, 2016, pursuant to Box Elder County Ordinance No. 428, the County has previously granted Rocky Mountain Power a ten (10) year franchise and general utility easement which is about to expire; and

WHEREAS, the County, pursuant to the provisions of Utah Code Ann. § 17-78-402 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof, and the County is desirous of entering into a new franchise agreement with Rocky Mountain Power; and

WHEREAS, the County and Rocky Mountain Power desire to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the County;

NOW, THEREFORE, based upon these recitals and the consideration set forth herein, the County and Rocky Mountain Power do hereby agree as follows:

SECTION 1. Grant of Franchise and General Utility Easement. The County grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including County parks, buildings or other spaces not associated with County-owned rights-of-way (collectively referred to herein as "Public Ways") within the County, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the County and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise is for ten (10) years commencing on the Effective Date. The Effective Date shall be the date this Franchise is signed by the last Party to do so.

SECTION 3. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the County shall be nonexclusive and the County reserves the right to use the Public Ways for itself or any other entity that provides service to County residences or that has an agreement with the County; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 4. County Regulatory Authority. The County reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or County Ordinance.

SECTION 5. Indemnification.

5 The County shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the County harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the County, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The County shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the County seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the County harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the County or any of its officers or employees.

SECTION 6. Annexation.

6. Extension of County Limits. Upon the annexation of any territory to the County, the rights granted herein shall extend to the annexed territory to the extent the County has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

SECTION 7. Plan, Design, Construction and Installation of Company Facilities.

7.1 All Electrical Facilities installed or used by Rocky Mountain Power under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and county laws, codes and regulations.

7.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for a permit from the County as may be required by the County's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the County, and the County may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

7.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the County and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the County.

7.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the County) replace and restore it in as good a condition as existed before the work commenced.

7.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by County ordinance.

7.6 The County shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for County wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the County for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the County shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. County attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, County attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the County's expense, such attachments to ensure compliance with this Section 7.6 and to require the County to remedy any defective attachments.

7.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to obtaining any necessary permits from the County and any other reasonable conditions

and requirements of the County. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the County of such work by written notice and shall allow the County, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the County will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

7.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the County shall give written notice to Rocky Mountain Power.

SECTION 8. Relocations of Electric Facilities.

8.1 The County reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the County. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the County shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the County.

The County shall assign or otherwise transfer to Rocky Mountain Power all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement as per Section 54-3-29 of the Utah State Code.

8.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 9. Subdivision Plat Notification. Before the County approves any new subdivision and before recordation of the plat, the County shall require the developer to obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed by the developer to Rocky Mountain Power for approval:

Rocky Mountain Power
Attn: Estimating Department
596 NORTH 400 WEST
TREMONTON, UT 84337

SECTION 10. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate

within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height as per Section 54-3-27 of the Utah State Code. For on tree species selection, see Rocky Mountain Power's planting guidelines https://www.rockymountainpower.net/outages-safety/vegetation-management.html

SECTION 11. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the County either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the County as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise as long as the parties are using a good faith effort to continue to negotiate a replacement franchise.

SECTION 12. No Waiver. Neither the County nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 13. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the County shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage. pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 14. Amendment. At any time during the term of this Franchise, the County through its County Commission, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the County and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 15. Notices.

15.1 Unless otherwise specified herein, all notices from Rocky Mountain Power to the County pursuant to or concerning this Franchise shall be delivered to the County Attorney's Office, 81 North Main, Ste. 102, Brigham City, UT 84302. Unless otherwise specified herein, all notices from the County to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 852 East 1400 North, Shelley, Idaho, 83274, and such other office as Rocky Mountain Power may advise the County of by written notice.

15.2 In addition to the formal legal notice requirements set forth in Section 15.1, Rocky Mountain Power shall provide the County's Roads Department with a twenty-four (24) hour emergency contact telephone number, 1-877-508-5088. This number shall connect County personnel to an operational dispatcher or emergency response coordinator capable of promptly deploying field crews to address downed power lines, damaged utility poles, or other immediate hazards involving Rocky Mountain Power's Electric Facilities within the Public Ways. Rocky Mountain Power shall promptly notify the County of any changes to this emergency contact number.

SECTION 16. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 17. Mediation. Box Elder County does not agree to binding arbitration. Any provision in this Franchise or any attached exhibit, schedule, or addendum requiring binding arbitration is expressly void and of no effect.

In the event of any dispute arising under this Franchise, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within ten (10) days after presentation of the dispute, then each of the parties hereto agree to non-binding mediation. Upon request by either party, both parties shall provide a list of three mediators each of whom has experience and expertise with respect to franchises. Upon each of the party's receipt of such list, each party shall have ten (10) days to select a mediator. The two selected mediators shall then select a third mediator within thirty (30) days from the date the initial two mediators were selected and the matter subject to mediation shall be mediated within sixty (60) days after the selection of the third mediation.

If mediation is unsuccessful or not agreed upon, any legal action or proceeding arising under or related to this Franchise shall be brought exclusively in a court of competent jurisdiction in the State of Utah. Each party hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Franchise.

SECTION 18. Counterparts. This Franchise may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Franchise delivered by email, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

SECTION 19. Default and Termination.

19.1 Notice of Default and Cure Period. If either party fails to comply with any material term, condition, or obligation of this Franchise, the non-defaulting party shall provide written notice specifying the nature of the breach. The defaulting party shall have thirty (30) days from the receipt of such notice to cure the breach. Provided, however, that if the nature of the breach is such that it cannot reasonably be cured within thirty (30) days, the defaulting party shall not be deemed in breach if it commences to cure the default within the thirty (30) day period and diligently and continuously pursues that cure to completion.

19.2 Remedies for Default. Upon the occurrence of an uncured default after the expiration of the cure period described in Section 19.1, the non-defaulting party may, at its sole discretion, pursue any or all of the following remedies:

(a) Seek specific performance, injunctive relief, or other equitable remedies; and/or

(b) Pursue any other legal remedy available under the laws of the State of Utah, subject to the dispute resolution provisions and liability limitations outlined in Sections 5, 17, and 20.2 of this Franchise.

SECTION 20. Miscellaneous Provisions.

20.1 Rocky Mountain Power acknowledges that Box Elder County is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code, Title 63G, Chapter 2 ("GRAMA"). Any confidentiality obligations in this Franchise are expressly subject to and limited by the County's obligations under GRAMA.

20.2 Nothing in this Franchise shall be construed as a waiver of any rights, limits, protections, or defenses applicable to Box Elder County under the Utah Governmental Immunity Act, Utah Code, Title 63G, Chapter 7, or other applicable law.

20.3 This Franchise shall be governed by the laws of the State of Utah. Venue for any litigation arising out of this Franchise shall be in a court of competent jurisdiction within the State of Utah.

20.4 This Franchise, including any attached exhibits, constitutes the entire and integrated agreement between Box Elder County and Rocky Mountain Power regarding the subject matter herein. It supersedes all prior and contemporaneous negotiations, representations, understandings, or agreements, whether written or oral, between the parties. No amendment, modification, or waiver of any provision of this Franchise shall be valid or binding unless set forth in a written instrument signed by the authorized representatives of both parties.

20.5 Rocky Mountain Power shall not use the name, seal, logo, or any other trademark of Box Elder County in any advertising, promotional literature, press release, or website without the express prior written consent of Box Elder County. Nothing in this Franchise shall be construed as an endorsement by Box Elder County of the Rocky Mountain Power's products or services.

BOX ELDER COUNTY

Tyler Vincent, County Commission Chair

Date: Sept 16, 2026 **, 2026**

ATTEST:

Marla Young, County Clerk

ROCKY MOUNTAIN POWER

Rocky Mountain Power

Date: _____, 2026

State of Utah)
§)
County of Box Elder)
On this _____ day of _____, 2026, personally appeared before me, the undersigned notary public, _____, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say he is a _____ for Rocky Mountain Power and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

MOU 26-54

NAISMA
CWFP

North American Invasive Species Management Association
Weed Free Products Program

The North American Invasive Species Management Association ("NAISMA") Weed Free Products Program requires the use of this agreement to participate in the Weed Free Products Program. Sponsoring agencies or organizations are asked to enter into agreement with NAISMA to sponsor the Weed Free Products Program for Forage, Gravel, Mulch and/ or Compost in their area.

Scope of MOU: (check all that apply)

- ☐ Weed Free Forage
- ☐ Weed Free Gravel
- ☐ Weed Free Mulch
- ☐ Weed Free Compost

This letter represents the formal agreement of the partnership between North American Invasive Species Management Association and _____.

This agreement recognizes that the above two parties are to provide:

1. ***Purpose:*** This MOU is intended to give the Designated Authority access to NAISMA training and support.
    a. Provide some assurance that the forage/mulch,or gravel/soil, mulch or compost products are certified to be free of noxious weed species named on the applicable NAISMA Weed Free Certification Minimum Standards.

    b. Provide uniform standards and policy of inspection, certificate of inspection, and transit certification procedures as applicable. The designated authority shall complete the required inspection and transit forms per the NAISMA standards.

2. ***Program Participation Fee***: The Designated Authority shall make an annual participation fee payment to NAISMA in exchange for participating in the program described in the MOU. The initial annual participation fee for calendar year 2026 shall be $100, pro-rated as described in this section. The annual participation fee is due upon execution of this MOU and annually thereafter in the same month. NAISMA may review and adjust the annual participation fee as needed to reflect programmatic costs, and any increase in fees will be communicated to the Designated Authority. If, in a future fiscal year, the legislative body of Box Elder County does not appropriate funds for this program, this agreement shall automatically terminate without penalty.

3. ***Responsibilities***: NAISMA shall provide uniform standards and policy of inspection, template certificates of inspection, transit certification procedures, and access to certain certification materials as applicable. The Designated Authority shall ensure that all relevant inspectors are properly certified by NAISMA and that all relevant inspectors follow the applicable certification guidelines per NAISMA standards.

4. ***Code of Ethics:*** To reduce the spread of noxious weeds, the parties to this MOU agreed that participation in the Weed Free Program will be completed with a high level of professional integrity and technical expertise.

The parties will not knowingly or willingly participate in activities or reporting that does not comply with the standards and procedures for the Weed Free Program. Participants agreed to the following:

a. Complete field inspections consistent with the Standards and Minimum Guidelines for Field Inspection.

b. Complete the required Inspection Certificate consistent with the standards and procedures for the Weed Free Program.

c. Mark shipments consistent with the standards and procedures for the Weed Free Program.

Failure to comply with the standards and procedures of the Weed Free Program, constitutes a breach of this agreement and revocation of certifications and participation in the program.

5. ***General Provisions:*** Amendments. Either party may request changes in this Agreement. Any changes, modifications, revisions, or amendments to these agreements which are mutually agreed upon by and between the parties, shall be incorporated, executed by all parties as adopted by NAISMA.

a. Applicable Law. The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State or Province of _____. The courts of the State or Province of _____ shall have jurisdiction over any action arising out of this agreement and over the parties.

b. Entirety of Agreement. This agreement represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

c. Severability. Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance. Termination of this MOU may be made without cause, by either party upon thirty (30) days' written notice.

d. Limitation of Liability. NAISMA shall not be liable to the Designated Authority for any indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this MOU or with respect to its performance hereunder. The foregoing limitation of liability and exclusion of damages applies even if NAISMA had or should have had knowledge, actual or constructive, of the possibility of such damages. The foregoing limitation of liability and exclusion of damages shall apply whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and notwithstanding any failure of essential purpose of any limited remedy herein.

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e. Third Party Beneficiary Rights. The rights, duties, and obligations contained in this agreement shall operate only between the parties to this agreement and shall solely benefit the parties to this agreement The provisions of this agreement are intended only to assist the parties in determining and performing their obligations under this agreement.

f. Governmental Immunity. Box Elder County is a political subdivision of the State of Utah. Nothing in this MOU shall be construed as a waiver by the County of any rights, limits, protections, or defenses provided by the Utah Governmental Immunity Act, Utah Code, Title 63G, Chapter 7, or any other legal rights or protections afforded to the County.

g. Mutual Indemnification. To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, its officers, employees, and agents from and against any and all claims, liabilities, damages, or losses arising out of or resulting from the negligent acts, errors, or omissions of the indemnifying party in the performance of this MOU. Box Elder County's indemnification obligation is strictly limited to the extent and amounts provided by the Utah Governmental Immunity Act.

h. Public Records. NAISMA acknowledges that Box Elder County is a governmental entity subject to the Utah Government Records Access and Management Act (GRAMA), Utah Code, Title 63G, Chapter 2. Any documents, reports, or records provided to the County under this MOU may be subject to public disclosure upon request, unless legally classified as protected, private, or controlled under GRAMA.

In accordance with the agreed arrangements, participation in the Weed Free Products Program requires annual payment of a program participation fee to support program operations.
This agreement shall commence upon the day signed and executed by the duly authorized representative of NAISMA and shall remain in full force and effect until terminated. Termination of this agreement may be made without cause, by either party upon thirty (30) days formal notice.

Designated Authority Representative: Tyler Vinger
Signature
9-16-2026
Revised Date

Designated Authority Representative: TYLER VINGER
Printed
9-16-2026
Revised Date

NAISMA Representative: _____
Signature
_____
Revised Date

NAISMA Representative: _____
Printed
_____
Revised Date

MOU Registration Number: _____ (Assigned by NAISMA)

NAISMA