

**MINUTES
OF THE BOARD OF COMMISSIONERS OF WEBER COUNTY**

Tuesday, July 5, 2016 - 9:30 a.m.

Commission Chambers, 2380 Washington Blvd., Ogden, Utah

In accordance with the requirements of Utah Code Annotated Section 52-4-203, the County Clerk records in the minutes the names of all persons who appear and speak at a County Commission meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The County does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to State law.

COMMISSIONERS: Kerry W. Gibson & Matthew G Bell. James Ebert was excused for the first portion of the meeting.

OTHERS PRESENT: Ricky D. Hatch, County Clerk/Auditor; Bryan Baron, Deputy County Attorney; and Fátima Fernelius, of the Clerk/Auditor's Office, who took minutes.

A. CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY AND STRATEGY RELATING TO IMMINENT OR ONGOING LITIGATION (SEE H.1)

Commissioner Bell moved to convene a closed session to discuss the purchase, exchange, or lease of real property and strategy relating to imminent or ongoing litigation; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

B. WELCOME – Chair Gibson

C. INVOCATION – Ricky Hatch

D. PLEDGE OF ALLEGIANCE – Shelly Halacy

E. THOUGHT OF THE DAY – Commissioner Bell

F. PRESENTATION OF THE SEAL OF SERVICE AWARD TO GLEN COMBE

Chair Gibson read the nomination submitted by county staff. Mr. Combe was presented with \$100, a seal of service pin and plaque for his excellent customer service.

G. CONSENT ITEMS:

1. Ratify purchase orders in the amount of \$293,968.83, dated June 28, 2016
2. Purchase orders in the amount of \$70,988.56
3. Ratify warrants #405905-#406111 in the amount of \$2,850,916.05, dated June 21, 2016
4. Ratify warrants #406112-#406465 in the amount of \$2,015,449.75, date June 28, 2016
5. Warrants #406466-#406648 in the amount of \$3,796,330.81
6. Minutes for the meeting held on June 14, 2016
7. New business licenses
8. Change Order No. 4 for Staker Parsons on the 3500 West Project
9. Change Order No. 4 for Wardell Brothers on Skyline Drive
10. Retirement Agreements: James Quarles; Cindy L. Read; Jimmy K. Gentry; Jerilyn Harshbarger

Commissioner Bell moved to approve the consent items; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

H. ACTION ITEMS:

1. ACTION ON MATTERS DISCUSSED DURING THE CLOSED MEETING – AGREEMENT AND WORK ORDER REGARDING CERTAIN ELECTRICAL FACILITIES

Courtlan Erickson, Deputy County Attorney, stated that this item is related to the Skyline Drive road project and a specific property owner who is concerned about the power lines. This agreement is between the county, Rocky Mountain Power, and Scott/Nancy Waterfall and clarifies the parties' rights concerning the severance damages. Mr. Erickson said that there would also be agreements regarding the power lines location and the property owners' payment of the cost of handling the power lines in a varying manner from the standard. Commissioner Bell lives in the neighborhood and emphasized the importance of not delaying this project.

Commissioner Bell moved to approve the agreement with Scott & Nancy Waterfall and Rocky Mountain Power subject to the other parties agreeing to the exact details and review by the County Attorney and Engineer's Office; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

3. **APPROVING THE 2016 TAX RATES**

Ricky Hatch, County Clerk/Auditor, explained the tax rate process. The rates did not increase. Commissioner Bell moved to approve the 2016 tax rates; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

4. **RESOLUTION APPOINTING MEMBERS TO TOURISM TAX ADVISORY BOARD – RESOLUTION 16-2016**

Jennifer Graham, with County Culture, Parks & Recreation, presented the two reappointments. Commissioner Bell moved to adopt Resolution 16-2016 reappointing Steve Ballard and Lisa Fuller to the Tourism Tax Advisory Board with terms expiring 12/31/2019; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

5. **CONTRACT WITH MIKE VAN ALFEN FOR PRODUCTION OF THE DEMOLITION DERBY FOR 2016 FAIR**

Jennifer Graham, with County Culture, Parks & Recreation, presented this contract. Commissioner Bell moved to contract with Mike Van Alfen for production of the demolition derby for the 2016 Weber County Fair; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

8. **RATIFY CONTRACT WITH NRCS FOR EMERGENCY WATERSHED PROTECTION COOPERATIVE AGREEMENT**

Lance Peterson, of County Emergency Management, stated that the agreement with the Natural Resources Conservation Services consists mainly of debris removal and some bank protection work between Riverdale City and the 12th Street bridge (at about 2000 West). The county's match portion will be done in-house using county equipment and staff. Commissioner Bell moved to ratify a contract with NRCS for the Emergency Watershed Protection Cooperative Agreement; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

9. **RIGHT-OF-WAY CONTRACTS BY AND BETWEEN THE FOLLOWING FOR THE 12TH STREET PROJECT:
RUSSELL & TINA DAVIS – PARCEL 22; BRENT & JO DEANNE DAVIS – PARCEL 21**

Jared Andersen, County Engineer, presented these standard contracts. Commissioner Bell moved to approve the right-of-way contracts for the 12th Street project as listed above; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

10. **DRAFT OF THE UNINCORPORATED WEBER COUNTY STORM WATER MANAGEMENT PLAN**

Jared Anderson, County Engineer, informed the Commission that work is commencing on this plan.

11. **RESOLUTION APPROVING THE FILING OF CROSS-APPEALS TO 2016 APPEALS FILED BY TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT – RESOLUTION 17-2016**

David Wilson, Deputy County Attorney, stated that this resolution authorizes moving forward with appeals on centrally assessed properties, including AT&T, Cellco Partnership/Verizon Wireless, T-Mobile, Sprint, Level 3 Communications Utah Central Railway and Alpine Aviation. Commissioner Bell moved to adopt Resolution 17-2016 approving the filing of cross-appeals to 2016 appeals filed by taxpayers subject to central assessment; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

12. **CONTRACT WITH ANDREW HEYWARD FOR PARENTAL DEFENSE ATTORNEY IN PRIVATELY FILED CASES IN JUVENILE COURT**

David Wilson, Deputy County Attorney, presented this agreement to provide legal counsel in private actions to terminate parental rights pursuant to State law. Commissioner Bell moved to approve the contract with Andrew Heyward for parental defense attorney in privately filed cases in Juvenile Court; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

13. CONTRACT WITH ANITA DICKINSON FOR AN INDIGENT DEFENSE ATTORNEY IN JUVENILE COURT

David Wilson, Deputy County Attorney, presented this replacement for an attorney who took employment in another county.

Commissioner Bell moved to approve the contract with Anita Dickinson for an indigent defense attorney in Juvenile Court; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

16. CONTRACT WITH A1 ENVIRONMENTAL FOR REMOVAL OR ABATEMENT OF ALL ASBESTOS AND ASBESTOS CONTAINING MATERIALS AT THE 2599 “A” AVENUE

Kevin McLeod, with County Operations, noted that this went out to bid and A1 was the low bidder. It is for asbestos abatement at the scale house at the former landfill.

Commissioner Bell moved to approve contract with A1 Environmental for removal or abatement of all asbestos and asbestos containing materials at the 2599 “A” Avenue; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

17. RATIFY A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH PLEASANT VIEW CITY TO ESTABLISH FUNDING TERMS RELATED TO SKYLINE DRIVE (500 WEST TO 350 WEST)

Douglas Larsen, Weber County Economic Development Partnership Director, stated that the county has committed to assist with construction-related costs from its third quarter sales tax transportation fund up to \$228,903.

Commissioner Bell moved to ratify the Local Transportation Funding Agreement with Pleasant View City to establish funding terms related to Skyline Drive (500 West to 350 West); Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

18. RATIFY A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH PLEASANT VIEW CITY TO ESTABLISH FUNDING TERMS RELATED TO SKYLINE DRIVE (500 WEST TO HWY 89)

Douglas Larsen, Weber County Economic Development Partnership Director, stated that there are other significant funds pledged for this project to the city, including \$2.8 million from Wasatch Front Regional Council (WFRC). The county will contribute up to \$2.4 million for right-of-way and related costs.

Commissioner Bell moved to ratify a Local Transportation Funding Agreement with Pleasant View City to establish funding terms related to Skyline Drive (500 West to Highway 89).; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

19. REQUEST FOR LOCAL TRANSPORTATION FUNDING AGREEMENT WITH HOOPER CITY TO ESTABLISH FUNDING TERMS RELATED TO 4700 WEST

This item was held.

20. RATIFY A 2ND AMENDMENT TO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH RIVERDALE CITY TO ESTABLISH FUNDING TERMS RELATED TO 4400 SOUTH

Douglas Larsen, Weber County Economic Development Partnership Director, stated that the project is primarily for a safety issue. Pedestrian walkways are being constructed under I-84 and over I-15 mainly in Riverdale, but the project has positive impacts to Roy and Ogden cities. Design costs were under estimated which resulted in the first amendment approved last year for an additional \$388,000. Due to UDOT requirements that were not in the original design, Riverdale has asked for an additional \$665,000. The project is now costing \$2.264 million coming from the third quarter cent sales tax. Commissioner Bell stated that this is an important project.

Commissioner Bell moved to ratify a 2nd Amendment to a Local Transportation Funding Agreement with Riverdale City to establish funding terms related to 4400 South; Chair Gibson seconded.

Commissioner Bell – aye; Chair Gibson – aye

21. AMENDMENT TO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH WEST HAVEN CITY TO ESTABLISH FUNDING TERMS RELATED TO 2550 SOUTH (FROM 1900 W TO ABOUT 2700 W)

Douglas Larsen, Weber County Economic Development Partnership Director, noted that this is a two-phase project. This amended funding agreement requests that phases 1 and 2 be combined into one agreement, which makes sense for project efficiency. Phase 1 was approved in 2013, and during development of phase 2 West Haven asked the county to combine them into one local transportation funding agreement. The total cost is \$2.647 million with city matching funds of just over \$1 million. The county will contribute \$115,000 from right-away funds and up to \$1.985 million in construction-related costs from the third quarter sales tax for transportation.

Commissioner Bell moved to approve amendment to a Local Transportation Funding Agreement with West Haven City to establish funding terms related to 2550 South; Chair Gibson seconded.
Commissioner Bell – aye; Chair Gibson – aye

14. CONTRACT WITH OGDEN CITY FOR THE PURPOSE OF DISTRIBUTING JAG FUNDS

Steffani Ebert, with the County Sheriff's Office, stated that Ogden City applied for the 2016 JAG grant, which is calculated on certain types of crime. The county will receive about 10%/\$6,200 this year.

Commissioner Bell moved to approve the contract with Ogden City for distributing JAG funds; Commissioner Ebert seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

15. CONTRACT WITH THE STATE OF UTAH, DEPARTMENT OF CORRECTIONS, TO PROVIDE INCARCERATION OF OFFENDERS UNDER THE JURISDICTION OF UDC AT THE WEBER COUNTY JAIL

Steffani Ebert, with the County Sheriff's Office, stated that State inmates have been housed at the Weber County Jail for a number of years, and this is a three-year contract renewal. The State rate increased this year.

Commissioner Bell moved to approve contract with the State of Utah, Department of Corrections, to provide incarceration of offenders under the jurisdiction of the UDC at the Weber County Jail; Commissioner Ebert seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

22. ORDINANCE AMENDING THE OVERNIGHT WATERCRAFT USE ORDINANCE FOR PINEVIEW RESERVOIR - ORDINANCE 2016-6

Commissioner Ebert recapped this item, noting that it is the second reading of the ordinance. There has been much discussion regarding the need for law enforcement at Pineview. The Sheriff's Office had been contacted regarding ongoing issues at the reservoir specific to overnight anchoring and excessive noise. The initial proposed solution was to close all night usage from 10 p.m.-6 a.m., but there was a lot of concern about that from the boating community. Huntsville Mayor Truett had invited county staff to a Town meeting and staff attended. The commissioners subsequently asked the Mayor to reach out to members of the boating community from that meeting, and the Mayor contacted several individuals, including the Yacht Club Commodore. Staff was invited to take a tour of the lake/reservoir, which included the Sheriff's Office and Commissioner Ebert. The Commodore also invited Commissioner Ebert on a tour with a boaters' perspective. There was tremendous community input from Huntsville. Commissioner Ebert was invited by a member of the community, who does not reside in Huntsville, to attend a public meeting that he was hosting at the Ogden Valley Library. There has been much dialogue.

Usage regulations for the reservoir fall under the U.S. Forest Service, not the county. The county contacted Robert Sanchez of the Forest Service who made it clear that the Forest Service needs to conduct a study before any type of usage can be changed. The county requested this to be expedited as much as possible. A temporary usage review will take 60 days and a management plan for the reservoir will take over a year. A common thread throughout the meetings was enforcement, which has its challenges in that environment. The anchoring permit is more easily enforced and provides revenue to provide that enforcement. This fee is based upon an estimate of the number of boats on the reservoir at night over a 3-4 day period and it will be adjusted, as actual figures are determined. American Land & Leisure will issue the permits. Currently, they are considering whether it should be a daily or yearly fee, etc.

There had been some concerns expressed by the public, including that the county was holding secret meetings, which Commissioner Ebert reiterated was not correct, county staff attended because they were invited. Chair Gibson pointed out that the commissioners have been very careful to follow the open meetings act and that they did not attend the meetings together.

Commissioner Bell noted that the fee amount was not in the ordinance, he asked about Anderson Cove and about violations/enforcement. David Wilson, Deputy County Attorney, said that the fee can be added to the county's fee schedule at a later time. Sgt. Brandon Toll, of the County Sheriff's Office, stated that there are separate county ordinances for Anderson Cove. He said that the feeling is that \$15 is the bottom line fee for overnight anchoring at the reservoir to provide the necessary enforcement, which is for 3 deputies (one on land, 2 on water), for the weekends from 10 p.m.-3 a.m., which costs about \$1,000/night for 100-250 boats/night. Commissioner Bell is ok with the \$15 anchoring fee, but preferred a \$5 fee, he would like the availability of a weekend pass, and said that there are options such as raising tax rates. Chair Gibson spent yesterday afternoon around/on the reservoir with deputies and feels that the fee is critical to provide the resources so that the deputies can do their job at the lake. He would prefer the fee to be a little higher and favors user fees generally rather than raising taxes. Commissioner Ebert feels that the fee is associated with the fixed cost of providing deputies and can change depending on whether or not there are issues. The object is to make the reservoir a great place for those residents and those who recreate there. The Commission will continue to review this issue and the ordinance. Sgt. Toll noted that initially the proposed anchoring fee was \$24 because an overnight stay at campgrounds is \$24. Appreciation was expressed to Sgt. Toll, the deputies, Mayor Truett, Commodore Ralph Thomas and the community.

Commissioner Bell moved to adopt Ordinance 2016-6 amending the Overnight Watercraft Use Ordinance for Pineview Reservoir; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

2. **CONTRACT WITH NORTH OGDEN CITY REGARDING THE NORTH BRANCH LIBRARY**

Bryan Baron, Deputy County Attorney, stated that the North Branch project has been held up for a few months due to parking issues. The county does not own sufficient property in the area. In this agreement North Ogden will give the county some property to build about 30 stalls directly to the south where currently there is a skateboard park. The county will help with the cost of relocating that park in exchange for the property. The agreement includes provisions for future parking by the senior center; the city will expand that parking lot and grant the county an easement to use it. Additionally, in the future the county will build angled parking along the road immediately to the west of the Library.

Commissioner Bell feels that the North Ogden and Pleasant View mayors had been looking out for their residents and Chair Gibson strongly disagreed stating that the public needs to understand why we are at this juncture on this issue—that North Ogden Mayor Taylor wanted the library building for another purpose and set upon a course designed all through last year to manipulate this commission into his will and desire, which Chair Gibson did not believe was in the best interest of those constituents but perhaps the city's. Chair Gibson feels that the mayor orchestrated disingenuous opportunities throughout the year and now the county finds itself back where it started because the mayor was only focused on his city and his individual desires. He said that the city came back to the table only when it felt they would lose those opportunities, and then stuck the county with many more demands that are in this contract, which are very difficult for the Library Board and the Commission to meet. He learned today that now it is not a \$214,000 commitment but nearly half a million dollars of items specified in the contract that the county will have to pay in order for this agreement to move forward. The Library Board negotiated in good faith with this city, and the commission has been held hostage through this process by the mayor. He is extremely frustrated and said that the taxpayers of Weber County have not been served well by this process and have lost value. The only saving grace is that the Library Board and Library Director have minimized that damage to a large extent, and he thanked them for those savings. The county does not have the money today under the bond until next week, if it passes. He said that the county is building a library system not for a city but for all residents. Commissioner Ebert asked how Chair Gibson came up with the extra \$380,000 and Chair Gibson said that in conversation with the comptroller he had said to be aware that there is a specific figure in the contract that the county will pay but there are other items in the contract that require the county to pay more.

Lynnda Wangsgard, County Library Director, thanked Commissioner Ebert specifically for his tremendous amount of time in trying to resolve the parking issue at this Branch stating that the cost has been a moving target and the agreement is outstanding considering the variables the county is dealing with. Because the association with the architect was canceled and later he was asked to return, it has been a challenge for him to keep up with the dynamics and negotiations. The architect has had little time to look at what it would cost over time for future additional costs, such as parking on the west side, and is hesitant because the civil engineers have not had time to weigh in on the parking issue relative to the Library renovation due to the slope around the facility. She would like to ensure that during the initial renovation, the work done in the front accommodates the obligated future west parking. Additionally, the widening of 2600 N. may require some reworking of the entry to the parking lot to accommodate west side parking—it is unknown what utilities are under the right-of-way and what it would cost to move/relocate them. It is fair to note that there would be some additional costs related to parking, except for that on the north side of the facility relating to 2600 N. until the professionals can do the specifications.

Commissioner Ebert said that \$150,000-\$175,000 was estimated when initially negotiating with the city and that section 2.9 of this agreement states that the county anticipates a second capital improvements project in the near future and 30 angled parking stalls on the east. He noted that as 2600 N. is expanded, there will be a loss of 12-15 stalls, which may necessitate looking at parking on the west and conceptually, for negotiations, the model for the Valley Library was used. That phase of parking will be included in the second capital improvement project. This contract does not bind the county to put in the angled parking now but at such time when there are funds or during the second capital improvements project. Commissioner Bell said that it was the county that stopped the project and it could have been moved somewhere else. Chair Gibson said that the county could not go forward with the project without a contract, that the commissioners could have done something else but had not stopped the project. Commissioner Ebert reiterated that the project was put on hold as the Commission evaluated options. With input from the Library Board, the Library Director and the architect it became apparent that funding for the other possible location was not available at this juncture, and the county went back to the original option. There has been a tremendous amount of work done on this, but a deciding factor is the loss of money in construction cost increases by holding up the project for a year, the current available money is shrinking fast, and the county needs to move forward.

Commissioner Bell moved to approve the contract with North Ogden City regarding the North Branch Library, subject to bond approval passing next week; Commissioner Ebert seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

6. REQUEST FOR RESOLUTION APPOINTING MEMBERS TO THE OGDEN VALLEY PLANNING COMMISSION

This item was held.

7. RESOLUTION APPOINTING MEMBERS TO THE WESTERN WEBER COUNTY PLANNING COMMISSION—RESOLUTION 18-2016

Rick Grover, County Planning Division Director, stated that five applications had been received, two are existing members—Jannette Borklund and John Parke. Chair Gibson felt that it was important to retain Ms. Borklund because she was the only representative and the only applicant from Uintah Highlands. Additionally, he recommended reappointing Mr. Parke who is doing a fine job.

Commissioner Bell moved to adopt Resolution 18-2016 reappointing Jannette Borklund and John Parke to the Western Weber Planning Commission to 4-year terms expiring 6/30/2020; Commissioner Ebert seconded.

Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

I. PUBLIC COMMENTS:

Dawson Wangsgard, Eagle Scout candidate, requested approval to install a trailhead sign along the Bonneville Shoreline Trail in North Ogden. He had contacted Rod Kramer, of Weber Pathways, whom he said was eager to start the project. Commissioner Bell suggested he contact county staff about a RAMP grant.

Sylvia Salisbury, of Ogden, read excerpts from an article by Tom DeWeese, *Stop HUD's Agenda 21-Related AFFH Rule*, which included that a new HUD ruling called Affirmatively Furthering Fair Housing, requires communities that apply for HUD grants to strip-search every neighborhood, detailing income level, religion, race, and national origin of every single person living there. HUD created guidelines dictating specific numbers of each for a proper "balance." If there are any shortages in any of the categories, then the neighborhood is deemed to be "out of balance." HUD then requires the communities to correct the situation, which "correction" requires them to spend millions of tax dollars unnecessarily. To impose AFFH, HUD has changed tactics that are catching unaware local officials by surprise. HUD is now employing a stronger legal enforcement mechanism, seldom used before, to strictly enforce the hidden strings. The resulting social engineering is leading to the destruction of property values and property rights of neighborhoods. Any local governing body that takes a HUD grant now finds that their ability to govern the community as they were elected to do is basically gone. Senator Mike Lee (R-Utah) and Representative Paul Gosar (R-Ariz.) have been trying to add legislative amendments to defund AFFH, which have either been betrayed or sabotaged but they continue in their efforts. In 2015 Rep. Gosar introduced H.R. 1995 to prohibit HUD from implementing the AFFH rule. This bill has 25 cosponsors and is in a pending status, but needs a lot more support in order to be passed to defund AFFH. Ms. Salisbury said that local officials need to understand the dangers and they need to be pressured not to take HUD grants because of the massive overreach by the federal government. She also recommends calling our congressmen and urging them to support senators Lee and Gosar. Ms. Salisbury said that she will be presenting this item to the Ogden City Council.

James Scrip, of Riverdale, is encouraged that the anchoring ordinance at Pineview Reservoir will continue to be reviewed. He had witnessed many of the problems there, but since the issue has been under review, the problems have decreased. He appreciates the work by the Sheriff's Office, and the commissioners finding balance for the user fee. He feels, however, that one user group, the overnight boaters, is being unduly burdened with the cost. He would like the option of an annual pass. He stated that beaches are riddled with garbage, trash bins are overflowing, bathrooms are in disarray, parking on the road is dangerous and insufficient, etc. He has seen many fights there. He asked if the commissioners would make the data transparent to the people in a year to see how many nights the deputies had to go out from 10 p.m.-3 a.m., how many noise incidents occurred from the boaters, etc., to determine if the \$15 fee could be lowered.

Todd Wangsgard, of Pleasant View, agreed with the previous public comments on the Pineview Reservoir ordinance. Mr. Wangsgard said that based on all the questions still unanswered it seemed premature to him to vote on the ordinance, but that it is a step in the right direction. He said that money will not fix bad behavior or enforcement. He said that peer pressure is powerful and recommended using technology to police the lake by users with cell phones and an emergency app.

J. ADJOURN

Commissioner Ebert moved to adjourn at 12:20 p.m.; Commissioner Bell seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

Attest:

Kerry W. Gibson, Chair
Weber County Commission

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

5/60066
7-5-2016

**AGREEMENT FOR PARENTAL DEFENSE ATTORNEY
IN PRIVATELY FILED CASES IN JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of June, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Andrew Heyward, hereinafter referred to as "Attorney."

WITNESSETH:

WHEREAS, the County has the obligation to provide legal counsel in private actions to terminate parental rights pursuant to the provisions of Utah Code 78A-6-1111(2) where the court appoints counsel after finding that failure to appoint counsel will result in a deprivation of due process and the parent is determined to be indigent; and

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

WHEREAS, Attorney is willing to represent persons in the Second District Juvenile Court when appointed by the Court in accordance with the provisions listed below;

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

1. Attorney agrees to provide competent legal counsel to any parent where the following criteria have been met:
 - a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
2. Attorney agrees to promptly notify the court of any changes in the parent's financial situation, which changes could affect the qualifying of the parent for a court-appointed attorney.
3. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis to enable the proper assembly of case statistics, including informing the Coordinating Attorney of any cases which have gone to trial.
4. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney, and will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney, and work diligently to resolve any such complaint.
5. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and

shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.

6. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
7. The term of this Agreement shall be from June 1, 2016 through December 31, 2016. At the end of this initial term, this Agreement may be renewed by the parties for a period not to exceed 3 years.
8. Weber County agrees to pay Attorney at the rate of \$100 per hour for services provided under this Agreement. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no longer than 3 months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.
9. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and to provide Weber County with evidence of the insurance. In addition, Attorney agrees to hold Weber County harmless from all damage, loss, or injury that it may suffer or be held liable for as a result of the conduct of Attorney.
10. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, *Utah Code Ann.* (1953) as amended. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
11. Throughout the term of this Agreement, Attorney agrees to maintain a bona fide office in Weber County, made available to the clients which he/she serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
12. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. In the event of a conflict of interest, Attorney shall notify the Court and if the Court determines that there is a conflict, another attorney shall be appointed to represent the client.
13. Nothing in this agreement shall prohibit Attorney from representing private

clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of clients appointed under this agreement.

14. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
15. Weber County has established a separate indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in Weber County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
16. Before any funds are expended from the indigent expense fund, Attorney shall first consult with the Coordinating Attorney, and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court, or in excess of that approved by the Court, shall be the sole responsibility of the Attorney. In the event the total court approved expenses exhaust the expense fund for the year, the Attorney shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.
17. Attorney or County may terminate this Agreement without cause upon sixty (60) days written notice to the other party. This Agreement may also be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement or behavior which brings disrepute to other contract attorneys or to County. In the case of a breach or violation of a term of this Agreement, Attorney shall be given 7 calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may award this Agreement to other legal counsel.
18. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

Weber County Attorney
2380 Washington Blvd., Suite 230
Ogden, UT 84401

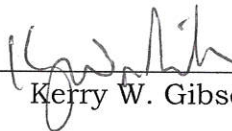
FOR THE ATTORNEY:

Law Office of Andrew Heyward
PO Box 2360
Ogden, UT 84402

19. In the event this agreement is terminated or is not renewed, Attorney agrees to cooperate with his successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.
20. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
21. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
22. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
23. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

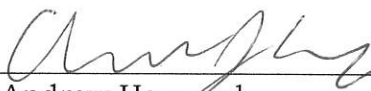
By 
Kerry W. Gibson, Chair

Commissioner Bell voted y
Commissioner Ebert voted y
Commissioner Gibson voted y

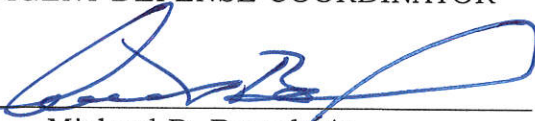
ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Andrew Heyward
Date 6/23/16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 6/23/16

5160070

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

7-5-2016

THIS AGREEMENT is made effective the 1st day of June, 2016, by and between WEBER COUNTY, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Anita Dickinson, hereinafter referred to as "Attorney."

WITNESSETH:

WHEREAS, pursuant to Chapter 32 of Title 77, *Utah Code Ann.* (1953) as amended, Weber County has the responsibility to provide legal counsel to every indigent person who faces the substantial probability of deprivation of his or her liberty; and

WHEREAS, pursuant to Chapter 6 of Title 78A, *Utah Code Ann.* (1953) and other corresponding provisions and appellate court decisions, the County has the obligation to provide legal counsel in certain circumstances; and

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

WHEREAS, Attorney is willing to represent indigent persons in the Second District Juvenile Court when appointed by the Court;

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

1. Attorney's main assignment under this Agreement will be to represent minors in juvenile court when the court appoints attorney pursuant to the provisions found in *Utah Code* § 78A-6-1111. Such assignment shall be under the direction of the Indigent Defense Coordinator for Weber County. Such assignment is described as follows:
 - a) Attorney agrees to provide competent legal counsel to any minor defendant before Judge Sharon Sipes, where the court appoints the Attorney as a result of the minor defendant or the minor's parents or legal guardians being deemed by the court to be indigent pursuant to the statutory indigency guidelines or where the court appoints the attorney as otherwise provided in *Utah Code Section* 78A-6-1111(1)(e), when a delinquency petition is brought by the Weber County Attorney's Office, and the minor defendant has been

charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. The attorney will also represent such minor defendants in juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.

Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed personnel.

- b) Attorney agrees to provide competent legal counsel to any legal parent or legal guardian, where the court appoints the Attorney as a result of the legal parent or legal guardian being deemed by the court to be indigent pursuant to the statutory indigency guidelines, and where the legal parent or legal guardian appears in a Weber County Juvenile Court dependency, neglect, abuse, order to show cause, or termination of parental rights proceedings brought by the Utah Attorney General's Office for the Utah Division of Family Services, pursuant to Utah Code Section 78A-6-1111 et al. and the court appoints the attorney as public defender or the Coordinating Attorney requests that the attorney fulfill the assignment as a result of a conflict on the part of the regularly assigned attorney.
2. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to Weber County, with such assignments being made under the direction of the Coordinating Attorney.
3. Attorney will cooperate in providing the Coordinating Attorney caseload information to enable the proper assembly of case statistics, including informing the Coordinating Attorney of any cases which have gone to trial. Attorney will submit a monthly summary of statistics to the Coordinating Attorney on a form approved by the Coordinating Attorney.
4. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney, and will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney, and work diligently to resolve any such complaint.
5. Attorney will cooperate in the implementation of a system for the collection

from Attorney of files that are closed and the storage of such files in a location deemed appropriate.

6. Attorney will assist in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
7. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates, but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, as approved by the Coordinating Attorney.
8. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
9. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
10. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.

If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage

having been provided, the covering attorney shall be compensated by the attorney who was covered the sum of \$250 for having provided coverage. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.

11. When Attorney will miss her regular court assignment due to trial, vacation, seminar, etc., she shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at her court assignment, the sum of \$600 shall be deducted from her pay and paid to the attorney[s] who provided coverage for Attorney (if, indeed, any is provided).
12. The term of this Agreement shall be from June 1, 2016 through December 31, 2018.
13. Weber County agrees to pay Attorney the sum of \$33,000 annually plus an additional \$150 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$2,762.50 per month which includes the \$150 with expenses associated with discovery. The first installment is due before the end of June 2015, and a like sum on the last day of each month thereafter through December 31, 2018.
14. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to Weber County evidence of the insurance. In addition, Attorney agrees to hold Weber County harmless from all damage, loss or injury it may suffer or be held liable for as a result of the conduct of Attorney.
15. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, *Utah Code Ann.* (1953) as amended. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this agreement.
16. Throughout the term of this Agreement, Attorney agrees to maintain a bona fide office in Weber County, made available to the clients which she serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be

reasonably accessible to all clients.

17. Attorney agrees to use her best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
18. Nothing in this agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of clients appointed under this agreement.
19. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
20. Weber County has established a separate indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in Weber County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use her best efforts to minimize the cost and expenses to be deducted from the fund.

Before any funds are expended, Attorney shall first consult with the Coordinating Attorney, and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court, or in excess of that approved by the Court, shall be the sole responsibility of the Attorney. In the event the total court approved expenses exhaust the expense fund for the year, the Attorney shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.

21. Attorney or County may terminate this Agreement without cause upon sixty (60) days written notice to the other party. This Agreement may also be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law

in the State of Utah, a breach of this Agreement or behavior which brings disrepute to other contract attorneys or to County. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven (7) calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 13 of this Agreement.

22. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

Weber County Attorney
2380 Washington Blvd., Suite 230
Ogden, UT 84401

FOR THE ATTORNEY:


Anita Dickinson, PLLC
1905 West 4700 South
#101, SLC, UT. 84129

fax - (801) 441-1970
email - anita.udc@hotmail.com

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BOARD OF COUNTY COMMISSIONERS OF
WEBER COUNTY

By 
Kerry W. Gibson, Chair

Commissioner Bell voted ✓
Commissioner Gibson voted ✓
Commissioner Ebert voted ✓

ATTEST:


Ricky Hatch, CPA
Weber County

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 6/24/16

ATTORNEY

By 
Anita Dickinson

Date 6/23/2016