

**FIRST SUPPLEMENTAL MEMORANDUM OF
UNDERSTANDING AND AGREEMENT FOR
PROSECUTORIAL SERVICES
(Sage Daves and Charles Yoo Matters)**

PREAMBLE

This is an agreement by and between the Utah Attorney General's Office, hereinafter referred to as UAGO, and the San Juan County Attorney's Office, hereinafter referred to as SJCAO, each of which is a public agency, and witnesses as follows:

WHEREAS, Utah Code Ann. §§ 11-13 et. seq. (Interlocal Cooperation Act), authorize public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, SJCAO needs additional prosecutorial assistance in a criminal matter;

WHEREAS, the parties desire to contract for the services of assistant attorney general provided from the UAGO's Justice Division, to provide prosecutorial assistance to SJCAO;

NOW, THEREFORE the parties mutually agree as follows:

1. PURPOSE

The purpose of this amended Agreement is to provide SJCAO the services of an assistant attorney general, from the UAGO's Justice Division, capable of providing prosecutorial assistance on a murder prosecution in an ongoing criminal matter in the Seventh District Court in San Juan County, Utah, to wit: State v. Sage Jennings Daves, Case No. 231700105, and State v. Charles Younkuom Yoo, Case No. 24170043.

2. CONTRACT

2.1 TERM: The term of the Agreement shall be effective as of November 6, 2023 for the Sage Daves matter and June 7, 2024 for the Charles Yoo matter and shall continue until the resolution of the preliminary and justification hearings in those matters. Continuation beyond that point will be done by supplemental memorandum of understanding and agreement.

2.2 MODIFICATIONS: Any and all changes or modifications to this amended Agreement must be in writing and signed by an acting representative of each of the parties hereto.

2.3 TERMINATION: This Agreement may be terminated at any time upon written notice by one party to the other, termination to be effective upon delivery of the written notice of intent to terminate.

3. UTAH ATTORNEY GENERAL'S OFFICE:

3.1 PROSECUTOR: The assistant attorney general will provide prosecutorial assistance to SJCAO in the criminal matter now pending in San Juan County through the criminal trial stage to jury verdict or other disposition, and as agreed below.

3.2 APPOINTMENT: UAGO shall assume responsibility for determining which assistant attorney general has the experience and qualifications to provide the prosecutorial assistance required in the pending criminal matter in San Juan County.

3.3 BILLING: Time spent by the assistant attorney general on the criminal matter in San Juan County shall be recorded at a flat fee rate of \$10,000 for all time spent up to and including the preliminary and justification hearings. SJCAO shall pay UAGO in accordance with proper state billing procedure. Travel, per diem and lodging will be paid for by the UAGO Justice Division budget and will be reimbursed by SJCAO.

3.4 SUPPLEMENTAL BILLING: Time spent by the assistant attorney general on the criminal matter for any time spent post preliminary and justification hearings, up to and including trial, shall be at a rate determined and agreed upon in a supplemental memorandum of understanding and agreement.

3.5 PAYMENT: UAGO will process reimbursement from SJCAO in a manner consistent with the financial procedures and protocols required by the Utah State Division of Finance.

4. SAN JUAN COUNTY ATTORNEY

4.1 RESOURCES: SJCAO will arrange for and provide assistant attorney general with access to SJCAO, and the materials related to the criminal matter so the assistant attorney general may fully participate in the prosecution of the criminal matter.

4.2 REIMBURSEMENT: SJCAO will reimburse UAGO as specified in ¶ 3.3 for all time spent by the assistant attorney general on the San Juan County criminal matter. All other costs and expenses incurred by assistant attorney general in the performance of the duties for SJCAO will be included in the flat fee rate. Reimbursement shall be forwarded to UAGO in a reasonable time after UAGO has notified SJCAO of any amount owing.

5. COOPERATION GUIDELINES AND OTHER MATTERS

5.1 ARBITRATION OF DISPUTES: If any conflict should arise between UAGO and SJCAO regarding action or inaction by either party or the interpretation of their respective rights, duties and responsibilities under this amended Agreement, appeal may be made to the Chief Criminal Deputy of the UAGO and the San Juan County Attorney who will jointly arbitrate and decide any such dispute.

5.2 ADMINISTRATION OF AGREEMENT: This amended Agreement does not establish a separate legal entity, and the cooperative undertaking contemplated by this amended Agreement shall be administered by the San Juan County Attorney, or his designee, and the Chief Criminal Deputy of the UAGO, or his designee Division Director, Justice Division.

5.3 COMPLIANCE WITH LAW: The joint action contemplated by this amended Agreement is authorized under the applicable law of the State of Utah and in compliance therewith.

SEAN D. REYES
Utah Attorney General

Dated: _____

CRAIG L. BARLOW
Justice Division Director

Dated: _____

SPENCER E. AUSTIN
Chief Criminal Deputy

SAN JUAN COUNTY

Dated: _____

BRITTNEY IVINS
San Juan County Attorney

Dated: _____

JAMIE HARVEY
San Juan Commission Chair