

MINUTES
WEBER COUNTY COMMISSION
Tuesday, December 19, 2017 - 10:00 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.

WEBER COUNTY COMMISSIONERS: James Ebert and Kerry W. Gibson. Jim Harvey was excused for the first portion of the meeting.

OTHER STAFF PRESENT: Ricky D. Hatch, County Clerk/Auditor; Christopher Crockett, Deputy County Attorney; and Fátima Ferneliuss, of the Clerk/Auditor's Office, who took minutes.

- A. WELCOME** – Chair Ebert
- B. INVOCATION** – Carlo Makapugay
- C. PLEDGE OF ALLEGIANCE** – Joe Olsen
- D. THOUGHT OF THE DAY** – Chair Ebert

E. CONSENT ITEMS:

1. Warrants #1292-1307 and #423738-424018 in the amount of \$2,416,701.74.
2. Purchase orders in the amount of \$94,695.41.
3. Minutes for the meeting held on December 12, 2017 - held.
4. A new beer license.
5. Surplus a 2017 Freightliner Vactor from the Weber County Garage.
6. Set public hearing for January 2, 2018 regarding Wolf Creek Resort Development Agreement Amendment 3.
7. Cancel the Weber County Commission meeting scheduled for December 26, 2017.

Commissioner Gibson moved to approve the consent items, less the minutes; Chair Ebert seconded.
Commissioner Gibson – aye; Chair Ebert – aye

F. ACTION ITEMS:

1. **OGDEN-WEBER CONVENTION VISITORS BUREAU ANNUAL MARKETING PLAN & AMENDMENT TO CVB CONTRACT.**

Sara Toliver, CVB President/CEO, gave a presentation last week on the annual marketing plan as required by the multi-year contract. This contract amendment increases compensation to a total of \$945,000 to the Bureau. Commissioner Gibson moved to approve the Ogden-Weber Convention Visitors Bureau Annual Marketing Plan and the amendment to the CVB contract; Chair Ebert seconded.
Commissioner Gibson – aye; Chair Ebert – aye

2. **RESOLUTION TO RECOGNIZE THE LAST WEEK OF OCTOBER EACH YEAR AS OPIOID ADDICTION AWARENESS WEEK IN WEBER COUNTY – RESOLUTION 54-2017.**

Chair Ebert presented this item which was discussed last week.
Commissioner Gibson moved to adopt Resolution 54-2017 to recognize the last week of October each year as Opioid Addiction Awareness Week in Weber County; Chair Ebert seconded.
Commissioner Gibson – aye; Chair Ebert – aye

3. **RESOLUTION DECLARING THAT FREEDOM FROM DOMESTIC VIOLENCE IS A FUNDAMENTAL HUMAN RIGHT AND THAT LOCAL GOVERNMENT HAS A RESPONSIBILITY TO CONTINUE SECURING THIS RIGHT ON BEHALF OF OUR CITIZENS – RESOLUTION 55-2017.**

Commissioner Gibson presented this item which was discussed last week.
Commissioner Gibson moved to adopt Resolution 55-2017 declaring that freedom from domestic violence is a fundamental human right and that local government has a responsibility to continue securing this right on behalf of our citizens; Chair Ebert seconded.
Commissioner Gibson – aye; Chair Ebert – aye

4. **REQUEST FROM THE WEBER COUNTY TAX REVIEW COMMITTEE TO APPROVE A REFUND TO GLENDA ENTERPRISES LC, PARCEL #12-006-0014 FOR \$206.99 DUE TO A COUNTY ERROR.**

Joe Olsen, of the County Assessor's Office, representing the Tax Review Committee, stated that through the Board of Equalization an error was identified on this parcel.
Commissioner Gibson moved to accept the Committee's recommendation and approve a refund to Glenda Enterprises LC, Parcel Number 12-006-0014 for \$206.99 due to a county error; Chair Ebert seconded.
Commissioner Gibson – aye; Chair Ebert – aye

5. REQUEST FROM WEBER COUNTY TAX REVIEW COMMITTEE TO DENY REQUEST FOR PRIMARY RESIDENTIAL STATUS FOR 2016 TAX YEAR FOR SCOTT/KAREN ROBERTSON, PARCEL NUMBER 20-145-0012.

Joe Olsen, of the County Assessor's Office, representing the Tax Review Committee, stated that this property built in the 2015 calendar year is in an area taxed at the secondary rate and was not allowed the primary residential exemption for 2016. Based upon further discussion, it was identified as qualifying for that exemption and it was applied for 2017. The property owner requested to go back and apply the exemption to 2016, however, no timely application was made for it. The Committee believes there was proper notice and recommends denial. Commissioner Gibson moved to accept the Committee's recommendation to deny the request for primary residential status for the 2016 tax year for Scott/Karen Robertson, Parcel #20-145-0012; Chair Ebert seconded. Commissioner Gibson – aye; Commissioner Harvey – abstained; Chair Ebert – aye

6. REQUEST FROM THE WEBER COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT TO SELL SURPLUS REAL PROPERTY, PARCEL NUMBER 01-039-0048.

Sean Wilkinson, County Community Development Director, stated that this relates to a small right-of-way located between 21st and 22nd Streets and Adams Avenue which the county has owned since 1942 through a tax sale. The Ogden Community Foundation wishes to purchase it. The county has no use for this property. Commissioner Harvey moved to sell surplus real property, Parcel #01-039-0048; Commissioner Gibson seconded. Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

7. AGREEMENT WITH SMHG MANAGEMENT LLC FOR USE OF COUNTY EQUIPMENT FOR SNOW REMOVAL.

Sean Wilkinson, County Community Development Director, presented this contract that allows leasing of county equipment to Powder Mountain Resort at times when the county does not provide regular snow removal service. Commissioner Harvey moved to approve the agreement with SMHG Management, LLC, for use of county equipment for snow removal; Commissioner Gibson seconded. Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

8. REQUEST FOR APPROVAL TO ADD POSSIBLE COMMUNITY BLOCK GRANT PROJECTS TO WEBER COUNTY'S CAPITAL IMPROVEMENTS FOR 2017 THROUGH 2021.

Rick Grover, County Planning Division Director, stated that the Weber Housing Authority is looking into providing a multi-family project throughout Weber County and would like to apply for funds for moderate income housing. Commissioner Gibson moved to add the Community Block Grant projects to Weber County's Capital Improvements for 2017 through 2021; Commissioner Harvey seconded. Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

9. AGREEMENT WITH EMILY ADAMS & CHERISE BACALSKI FOR INDIGENT DEFENSE ATTORNEY APPEALS.

Bryan Baron, Deputy County Attorney, stated that a current contract to provide indigent defense for appellate work is expiring on 1/31/2018 and these attorneys were selected through the procurement process. Commissioner Harvey moved to approve the agreement with Emily Adams and Cherise Bacalski for Indigent Defense Attorney Appeals; Commissioner Gibson seconded. Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

10. AGREEMENT WITH SHAWN CONDIE FOR INDIGENT DEFENSE ATTORNEY IN DISTRICT COURT.

Bryan Baron, Deputy County Attorney, noted that this is to fill a position recently left vacant by one of the attorneys. Commissioner Harvey moved to approve the agreement with Shawn Condie for Indigent Defense Attorney in the District Court; Commissioner Gibson seconded. Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

11. FIRST READING OF ORDINANCE MODIFYING FEE SCHEDULE FOR PEERY'S EGYPTIAN THEATER.

This item was held.

12. **APPOINTMENT OF A STUDY COMMITTEE TO EVALUATE FORM OF GOVERNMENT IN WEBER COUNTY – RESOLUTION 56-2017.**

Chair Ebert noted that over the last several months this topic had been before the Commission and that some groups had been looking into it for about a year. Commissioner Harvey reported that the Commission had asked the original and new petitioners to get together on the issue as a group, without elected officials' involvement. The commissioners stated their support for the study. Chair Ebert invited Kimball Wheatley, of Eden, and Oscar Mata, of Ogden, who had been working with the petitioners, to report. Mr. Wheatley said that they had come before the Commission last November asking to put the study question on the ballot and at the time the commissioners stated their support but declined—they needed to know if there was a lot of public support for the issue—and preferred that a petition ensue. This year the petitioners launched a petition. Since then a couple of people from his group met with the executive committee of the Weber County Forward group and coauthored the pamphlet that went out with the petition and both groups agreed to put the study question on the ballot. His group, however, wanted Option C—to accept the petition and allow it to go forward but at the same time, that if the petition is not successful, that the commissioners make a statement of their support, thereby putting a unified front with the petitioners. He noted that there are no big controversies going on and this is a good time for the study. Mr. Mata thanked the Commission for engaging them in this process, stating that the groups are on the same page and his group would also like the Commission to make a supporting statement, and in the event the petition is unsuccessful, that in a future meeting the Commission puts it on the ballot. They received close to 3,000 signatures and anticipate reaching the 8,601 valid signatures.

Commissioner Gibson asked for clarification on the direction desired—to show support in moving forward with gathering signatures or to pass a resolution. Chair Ebert said that the Commission gave specific direction in the last meeting to try removing as much of the political rhetoric and to create a true grassroots, not driven by individuals running for office, creating a platform with their own agendas for political construct. The Commission had hoped that the two groups could come together and formulate a good plan moving forward and the two have basically turned into one group and have given good direction today that supports the signature process and those who have spent a lot of time formulating strategies and putting a community group together. He expressed concern with some of the construct and direction that some individuals may try to push this and stated that he has a tremendous amount of respect for many involved in the process.

Commissioner Harvey asked individually of Mr. Mata and of Mr. Wheatley if it was a fair statement to say that each was a part of a group of petitioners that filed a petition within the last three months to study the form of government and they each responded yes. He asked Mr. Wheatley if he had been a part of a group interested in studying the form of government for about a year and he said that was correct. Commissioner Harvey said that weeks ago the Commission asked the two groups to come together and make a recommendation to the Commission on what they should do and Mr. Wheatley responded that was correct but it may not be what actually happened and Mr. Mata said he believed it had happened. Commissioner Harvey asked Mr. Wheatley and Mr. Mata whether they agreed that if the Commission allows the petition process to move forward and if then is unsuccessful, that the Commission agrees to still put the question to study the form of government on a regular election ballot. They both agreed. Commissioner Harvey's only concern would be the cost to the county if a special election had to be held. Christopher Crockett, Deputy County Attorney, referred to State Code 17-52-203.5 which requires the county to hold an election under either a petition or a resolution and depends upon the timing of when a petition is certified or a resolution is adopted, which would be the next June or November election. Chair Ebert noted that no special election has to be held unless there was no Primary Election. Commissioner Gibson asked Ricky Hatch, County Clerk/Auditor, when would signatures need to be gathered for that certification and Mr. Hatch responded that statutorily the last day to have the signatures certified is April 23, and that 65 days before the election would give his office time to have the ballot item properly vetted and sent to the printer.

Chair Ebert noted that Mr. Crockett prepared two resolutions and read the one that was closest to today's direction, which resolves that the Commission will wait to take further action on passing a resolution to place the study committee question on the ballot until at least April 1, 2018, that petitioners have until that date to have a petition certified, that if petitioners are unable to submit a certified petition by that date the Commission will adopt its own resolution to place the study committee question on the ballot, which, if necessary, shall be adopted no later than April 17, 2018. Commissioner Gibson supports this resolution because it encourages public involvement and stated that the amount of signatures collected in about a month by individuals represented by a very broad group of people speaks volumes. Commissioner Harvey asked Mr. Wheatley and Mr. Mata individually if the resolution that was read sounded fair and equitable and they each responded that it was.

Chair Ebert invited public comments and following is a summary:

Rich Fairbanks said that he chaired that study committee 19 years ago. That former Commission had formed a diverse committee for the study which he believes unanimously decided to maintain the 3-member Commission. He believes in revisiting the issue every once in a while.

Virginia Raza, of Ogden, said that she represents many people, including the indigent, that the two groups appeared to be doing a great job and were not politically charged, and that many people want to know about this issue and want to be heard.

Lori Brinkerhoff, of Hooper, said that Bob Hunter had written an article highlighting the questions that people should be asking. She supports the study and a 5-member body, women and minorities in this role, and said that corporations are interested in supporting women go forward in this conversation. A document released by Susan Madsen states that currently there are no women serving as county commissioners.

Justin Fawson, of North Ogden/Utah House of Representatives, thanked the commissioners for the discussion and for listening. He had confirmed with legislative general counsel that there is no requirement for a special election. He supports the study.

Kenneth Bischoff, of Ogden, served as county commissioner for 12 years when the form of government was voted on. The study is a healthy process. He was pleased to have served with two wonderful women.

Chair Ebert has never questioned whether to study this issue. This had taken some time because there were two groups trying to work together. He appreciates the efforts to strengthen our community and its involvement.

Commissioner Gibson moved to adopt Res 56-2017 regarding appointment of a study committee to evaluate the form of government in Weber County; Commissioner Harvey seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

13. ORDINANCE ESTABLISHING A CULTURE PARKS AND RECREATION SPECIAL REVENUE FUND ORDINANCE 2017-34.

Scott Parke, County Comptroller, presented this second reading, which separates the Culture Parks and Recreation facilities out of the General Fund and into its own fund, making it more transparent. It allows the Parks & Recreation Fund to build a fund balance to start meeting its capital improvement needs.

Commissioner Gibson moved to adopt Ordinance 2017-34 establishing a Culture Parks and Recreation Special Revenue Fund; Commissioner Harvey seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

14. RESOLUTION APPROVING THE 2018 WEBER COUNTY BUDGET – RESOLUTION 57-2017.

Scott Parke, County Comptroller, stated that the tentative budget has been on the county's website since 11/1/2017. He highlighted changes made to the final budget including adding \$100,000 to a pool for employment market adjustments to help meet some compensation needs (some positions are underfunded and the county is not able to attract and retain qualified individuals), the Health Fund budget was reduced by \$85,000 due to the loss of a contract, a clerical change to account for some fleet charges inadvertently left out of the tentative budget and adding \$1.4 million to the capital projects budget for the demolition of the parking structure, which has reached its end of life and is more expensive to repair.

Commissioner Harvey moved to adopt Resolution 57-2017 approving the 2018 Weber County Budget; Commissioner Gibson seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

G. PUBLIC HEARING:

1.

Commissioner Harvey moved to adjourn the public meeting and convene the public hearing; Commissioner Gibson seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

2. PUBLIC HEARING ON AMENDMENTS TO OPERATING & CAPITAL COUNTY BUDGET FOR CALENDAR YEAR 2017.

Scott Parke, County Comptroller, outlined reasons for adjusting the budget quarterly. The adjustments include the receipt of \$141,000 of new grants and additional revenue which had additional costs (i.e., for the Garage, County Fair).

Additions to the budget include the request by the Ogden Valley Library which asked for \$15,000 to replace a projector that went out, moving \$30,000 from the 2018 budget back to 2017 to complete an internet service project at the GSEC, and increasing the budget by \$100,000 for the public defenders to cover the increased cost of capital appeals.

3. Public comments: Chair Ebert invited public comments and none were offered.

4.

Commissioner Gibson moved to adjourn the public hearing and reconvene the public meeting; Commissioner Harvey seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

5. **ACTION ON PUBLIC HEARING:**

G.2. -AMENDMENTS TO THE 2017 OPERATING AND CAPITAL BUDGETS – RESOLUTION 58-2017.

Commissioner Gibson moved to adopt Resolution 58-2017 regarding amendments to the operating and capital budget of Weber County for the 2017 calendar year; Commissioner Harvey seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

H. PUBLIC COMMENTS:

Allen Berrett, of Taylor, said that in light of current adversity, he supports Commissioner Gibson, with whom he has met with on a regular basis first when Commissioner Gibson was a legislator and he was on the Weber School board, and subsequently as a county commissioner. Mr. Berrett has always felt that Commissioner Gibson is extremely knowledgeable and prepared to lead out in doing what is best for the county residents.

Denise Knight, of Huntsville, spoke in behalf of Commissioner Gibson. She volunteers for the county and for a nonprofit. She has worked with Commissioner Gibson and finds him supportive, scrupulous in separating business from private values and she is really disturbed that he has been accused anonymously in the Standard Examiner. She feels it is an obvious attempt to make people think that he is corrupt, and this is unfair.

Toby Mileski, of Pleasant View City, spoke in support of Commissioner Gibson in light of allegations in the Standard Examiner. He had also been a victim. He thanked the Commissioners for their service.

Virginia Raza, of Ogden, spoke in favor of Commissioner Gibson regarding what had taken place in the Standard Examiner; it infuriated her. She said that there are many people who will vouch for him that he is an honest, good man and his work has been fantastic. She said that her community has been ignored by the new Standard.

Monty Smith, of Liberty, works for a nonprofit. He has known Commissioner Gibson for a number of years and finds him to be honest and honorable man and stated he had many examples of that honesty.

Lisa Galvez, of West Haven, thanked the commissioners for their service. She has known Commissioner Gibson to be a man of integrity and honor and will stick by him. She has served with him and has seen him stand up and do the right thing when it was hard. She is grateful to know him. She is proud of him as a commissioner. He is a great father and husband. She is proud of the commissioners.

Chris Jenkins, Vice Chair of Weber County Republican Executive Committee, said that in their meeting the statement had been made that they believe in holding to the truth that the accused are innocent until proven guilty. They appreciate Commissioner Gibson and all the commissioners.

Commissioner Gibson expressed gratitude to those who have showed support for what has been a challenging week for him.

ADJOURN

Commissioner Harvey moved to adjourn at 11:19 a.m.; Chair Ebert seconded.

Commissioner Gibson – aye; Commissioner Harvey – aye; Chair Ebert – aye

Attest:

Jim Harvey, Chair
Weber County Commission

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

12-19-2017

This Agreement is made effective the 1st day of January, 2018, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Shawn Condie, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, pursuant to Chapter 32 of Title 77, Utah Code Ann. (1953, as amended), 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, 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 Court when appointed by the Court;

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

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who appears at the arraignment calendar sessions in the court Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings.
2. 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 counsel.
3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
4. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.

6. 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. Attorney 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.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney 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.
9. 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, unless requested by the Coordinating Attorney.
10. Attorney shall submit to the Coordinating Attorney and to the County 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.
11. 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.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. 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.

14. 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 \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. This initial contract is for a probationary term of 90 days and will run from January 1, 2018 through March 31, 2018.
17. County agrees to pay Attorney the following amounts annually:

| Basis for Amount | Amount |
|--------------------------|-----------------|
| District Court Calendars | \$60,600 |
| | |
| Total | \$60,600 |

Payment shall be made to the Attorney in equal monthly installments of \$5,050.00 per month. The first installment is due before the end of January 2018 and a like sum on the last day of each month thereafter through March 31, 2018.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. 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).

21. 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.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. 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.
23. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney 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.
24. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney 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.
25. 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 County, with such assignments being made under the direction of the Coordinating Attorney.
26. 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.
27. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
28. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
29. County has established an 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 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.

30. Before any of the expense 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. A copy of said motion or application shall be provided to the Civil Division at the time said motion or application is submitted to the court. 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.
31. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
32. This Agreement may 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.
33. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven 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. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
34. 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
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

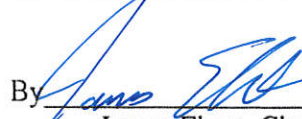
FOR THE ATTORNEY:

35. 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.

- 36. In the event that Attorney files a Notice of Appeal to the Utah Court of Appeals and/or the Utah Supreme Court, Attorney shall immediately, but not later than ten (10) days thereafter, contact the Coordinating Attorney to transition and turn over all relevant records within Attorney's possession or control as necessary in the interests of justice and as requested by Appellate Counsel.
- 37. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
- 38. 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.
- 39. 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.
- 40. 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 
James Ebert, Chair
Date 12-19-2017

Commissioner Harvey voted ✓
Commissioner Gibson voted ✓
Commissioner Ebert voted ✓


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Sean Condie Shawn Condie
Date 12-13-2017

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 12/14/17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
APPEALS**

12-19-2017

This Agreement is made effective the 1st day of February, 2018, by and between Weber County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Emily Adams and Cherise Bacalski, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, pursuant to Chapter 32 of Title 77, Utah Code Ann. (1953, as amended), 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, 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 on appeal whose cases were either in the Second District Court, the Weber County Justice Court, or the Second District Juvenile Court;

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

1. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept all appellate assignments from said Coordinating Attorney. Attorney agrees not to accept a new appellate case for Weber County indigent defendants unless directed by the Coordinating Attorney to do so.
2. Attorney agrees to provide competent legal counsel to any person convicted of a felony or a misdemeanor who is deemed by a district or justice court in Weber County to be indigent. Attorney shall perform all duties and responsibilities of appellate counsel as specified by law and in accordance with the rules of professional conduct governing the practice of law. Duties shall include but not be limited to reviewing transcripts from the trial court; communicating with trial counsel; communicating with the defendant; timely filing the notice of appeal; timely filing brief of appellant; timely filing reply brief of appellant; participating in oral argument; any drafting of other necessary and relevant documents, timely filings, or other action necessary to pursue appeals.
3. 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 counsel.
4. The parties acknowledge that appeals from juvenile court must be done by the trial

attorney. However, Attorney agrees to act as co-counsel. For the Petition on Appeal, the parties agree that Attorney will provide trial attorneys with forms, examples, advice, and a final edit before filing. Trial attorneys will draft the Petition on Appeal. For the work for the Petition on Appeal, Attorney will receive \$1,000. If the Petition on Appeal is granted and the appeal goes to full briefing, Attorney will write the full merits brief and will receive \$3,000.

5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney to enable the proper assembly of case statistics.
6. 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. Attorney 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.
7. Attorney will provide a digital copy of each file to the Coordinating Attorney once a decision has been rendered by the court or at the time the file is otherwise considered closed.
8. Attorney will assist Coordinating Attorney 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.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every 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, unless requested by the Coordinating Attorney.
10. 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.
11. County agrees that if Attorney is asked to represent a defendant in a capital defense case, which could result in the death penalty, or an aggravated murder case, a separate contract would be crafted to handle compensation.
12. The term of this Agreement shall be from February 1, 2018 through December 31, 2019.
13. County agrees to pay Attorney the following amounts:

| Basis for Amount | Amount |
|--|---------------|
| Appeals from District or Justice Court | \$6,000 each |
| Appeals from Juvenile Court | \$3,000 each |

Upon notification from the Coordinating Attorney that Attorney's services are required to file an appeal, Attorney shall submit an invoice for ½ the amount to the Civil Division in the Weber County Attorney's Office ("Civil Division"). Upon filing the opening brief, Attorney shall submit an invoice for the remaining ½ payment to the Civil Division. County shall make payment to the Attorney within 30 days.

14. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
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).
16. 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.
17. Attorney agrees to keep clients updated on a regular basis as to the status of the client's appeal.
18. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney 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.
19. Attorney shall provide a list to the Coordinating Attorney of all appeals filed on behalf of the County at the end of each year for that calendar year.
20. 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.
21. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
22. County has established an 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 County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, depositions, defense witness fees, and

expert witness 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.

23. In the event that an expenditure from the indigent expense fund will be \$500 or less and reasonably necessary for the defense, County shall reimburse Attorney for said funds. The County shall also reimburse Attorney for the expenses of printing or typewriting briefs for any first appeal of right, including expenses of depositions and other transcripts.
24. In the event Attorney needs to incur an expense that will exceed \$500, Attorney shall file a motion with the court for approval of the proposed expenditure before the expense is incurred. Attorney will also submit to the Coordinating Attorney and to the Civil Division an electronic copy of each such motion simultaneously with the filing of the original with the Court.
25. In the event the total 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.
26. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
27. This Agreement may 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.
28. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven 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. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
29. 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
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

FOR THE ATTORNEY:

Emily Adams

Adams Legal LLC

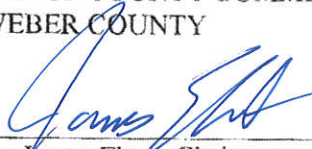
PO Box 1564

Bountiful, UT 84011

30. In the event this Agreement is terminated or is not renewed, Attorney agrees to cooperate with his/her successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.
31. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
32. 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.
33. 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.
34. 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 
James Ebert, Chair
Date Dec 19, 2017

Commissioner Harvey voted ✓
Commissioner Gibson voted ✓
Commissioner Ebert voted ✓

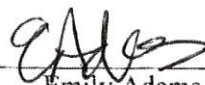
ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

ATTORNEY

DEFENSE COORDINATOR

By 
Emily Adams

By 
Cherise Bacalski

By _____
Michael D. Bouwhuis

Date 12/14/2017

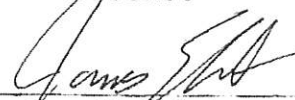
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Date _____

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BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

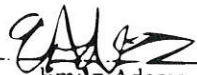
By 
James Ebert, Chair
Date Dec 19, 2017

Commissioner Harvey voted
Commissioner Gibson voted
Commissioner Ebert voted

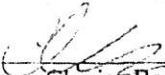
ATTEST:


Ricky Hatch, CPA
Weber County

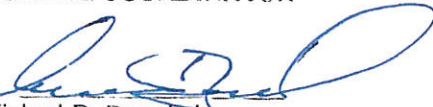
ATTORNEY

By 
Emily Adams
Date 12/14/2017

ATTORNEY

By 
Cherise Bacalski
Date 12/14/2017

DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/12/18