

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

Tuesday, January 5, 2016 - 10:00 a.m.

Commission Chambers, 2380 Washington Blvd., Ogden, Utah

In accordance with the requirements of Utah Code Annotated Section 52-4-7(1)(d), the County Clerk records in the minutes the names of all citizens 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 and James Ebert.

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

A. WELCOME – Chair Gibson

B. INVOCATION – Ryan Judkins

C. PLEDGE OF ALLEGIANCE – Jared Andersen

D. THOUGHT OF THE DAY – Commissioner Ebert

E. CONSENT ITEMS:

1. Purchase orders for \$147,095.52
2. Ratify warrants #328145-#328473 for \$1,652,651.84 dated December 29, 2015
3. Warrants #328474-#328644 for \$849,105.92
4. Minutes for the meeting held on December 22, 2015

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

F. ACTION ITEMS:

1. **COOPERATIVE AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE 3500 WEST ROAD WIDENING PROJECT**

Jared Andersen, County Engineer, noted that the county is designing a roadway and related infrastructure improvements on 3500 W. UDOT has agreed to participate in the cost of the eastbound right-turn deceleration lane at SR-39/1200 S. as part of those improvements. UDOT will reimburse the county to make those improvements.

Commissioner Ebert moved to approve the Cooperative Agreement with the Utah Department of Transportation (UDOT) for the 3500 W. road widening project; Commissioner Bell seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

2. **RIGHT-OF-WAY CONTRACT WITH SHADOW MOUNTAIN MANAGEMENT, PARCEL 7, FOR THE SKYLINE DRIVE PROJECT**

Jared Anderson, County Engineer, briefly presented this contract.

Commissioner Bell moved to approve the right-of-way contract with Shadow Mountain Management, Parcel 7, for the Skyline Drive project; Commissioner Ebert seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

3. **RIGHT-OF-WAY CONTRACTS WITH THE FOLLOWING FOR THE 12TH STREET PROJECT:
KADEN KORY VERNON & AUDRIE RICHINS, PARCEL 175
RICH GRANT INVESTMENTS, PARCEL 170**

Jared Andersen, County Engineer, briefly presented these contracts.

Commissioner Bell moved to approve the right-of-way contracts as listed above for the 12th Street project; Commissioner Ebert seconded.
Commissioner Ebert – aye; Commissioner Bell – aye; Chair Gibson – aye

4. FIRST READING OF ORDINANCE AMENDING CERTAIN PROVISIONS OF THE PURCHASING CODE

Brianna Sederholm, County Purchasing Agent, stated that this amendment makes the purchasing process more efficient by allowing purchase orders to be released by the Purchasing Agent on amounts up to \$20,000 rather than \$5,000.

Commissioner Ebert moved to approve the first reading of the ordinance amending certain provisions of the purchasing code as discussed; Commissioner Bell seconded.

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

5. CONTRACT WITH SNOWY RANGE LAND TREATMENTS, LLC FOR ON-CALL SNOW REMOVAL SERVICES

Ryan Judkins, of County Roads, stated that this is for on-call snow removal on a portion of Summit Pass, a new county road at Powder Mountain Ski Resort. Services are charged on an hourly basis.

Commissioner Bell moved to approve the contract with Snowy Range Land Treatments, LLC for on-call snow removal services; Commissioner Ebert seconded.

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

6. INDIGENT DEFENSE AGREEMENTS WITH THE FOLLOWING:

MICHAEL BOUWHIS

SAMUEL NEWTON

MARY ANNE ELLIS

CAROL MORTENSEN

JENNIFER CLARK

MARTIN GRAVIS

JOHNATHAN HANKS

MIKE STEWART

JASON RICHARDS

JON PACE

RANDALL MARSHALL

David Wilson, Deputy County Attorney, presented the above contracts noting that about half of them have a 3-year term and the remaining have a 1-year term.

Commissioner Ebert moved to approve the above listed contracts for indigent defense; Commissioner Bell seconded.

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

G. PUBLIC COMMENTS: None

H. ASSIGN PLEDGE OF ALLEGIANCE FOR MEETING ON TUESDAY, JANUARY 12, 2016, 10 A.M.

I. ADJOURN

Commissioner Bell moved to adjourn at 10:31 a.m.; Commissioner Ebert 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

AGREEMENT FOR INDIGENT DEFENSE COORDINATOR

THIS AGREEMENT made and entered into this 5th day of January, 2016, by and between WEBER COUNTY, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Michael D. Bouwhuis, 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, 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 an experienced attorney and has been acting as the coordinator and supervisor of other attorneys who have contracts for indigent defense with Weber County; and

WHEREAS, Attorney is willing to continue to act as the coordinator and supervisor of attorneys who have contracts with Weber County and represent indigent persons in the Second District Court when appointed by the Court; and

WHEREAS, Attorney is also willing and able to represent indigent persons in the Second District Court when appointed by the Court and as more fully specified herein;

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

1. **COORDINATOR RESPONSIBILITIES**. Attorney acknowledges that other attorneys contract with Weber County to provide legal counsel for indigent defendants in Weber County. Attorney agrees to act as the coordinator and supervisor of the other attorneys who will contract with Weber County to provide indigent defense services. In his capacity as Coordinating Attorney, Attorney shall be responsible for the following:
 - A. Attorney shall supervise and coordinate all other attorneys with contracts with Weber County. This shall include but not be limited to assigning attorneys to courts and court calendars in district, justice and juvenile courts, video arraignments, mental health hearings, and other hearings as necessary.

- B. Attorney shall develop, monitor and coordinate the preparation and implementation of policies and procedures regarding “Standards of Indigency” and assist in the preparation of long range planning proposals and policies related to Standards of Indigency.
- C. Attorney shall meet regularly with the other contract attorneys and review caseload information to ensure that each contract attorney has a substantially equivalent case load in comparison to other attorneys with similar contracts.
- D. In meeting with individual attorneys, Attorney shall also determine if their respective caseloads for Weber County are manageable under the Rules of Professional Conduct. If an attorney reports that he or she believes their caseload is too great to manage in accordance with rules or ethics, Attorney shall make further inquiry and then take appropriate action to resolve the problem. Resolution may include but not be limited too, reassigning a case or cases; assigning an additional attorney for complex cases; requesting the attorney to lessen or eliminate private practice matters or find other solutions. If Attorney believes that the overall caseload for the indigent defense attorneys is not manageable under the rules of professional conduct he shall immediately contact his liaison county commissioner to seek additional resources and present a plan that defines the problem and provides possible solutions. In order to do this Attorney shall meet with the other attorneys on a quarterly basis to receive feedback in regard to their respective responsibilities.
- D. Attorney shall receive, respond and resolve complaints that may be lodged by anyone against the contract attorneys and seek to identify potential conflicts or complaints that persons may have against contract attorneys.
- E. Attorney shall establish a rotation for assignment of conflicts among contract attorneys.
- F. Attorney shall establish and maintain a system for statistical reports and costs that demonstrate gross trends and caseload management and collect any such statistical reports and data from each contract attorney.
- G. Attorney shall develop and implement a system for the collection from contract attorneys of files that are closed and the storage of such files in a location deemed appropriate by Weber County and Attorney.
- H. Attorney shall develop a list of court-approved expert witnesses and monitor the other attorneys in their use of the court-appointed expert witnesses.

- I. Except for the appellate attorneys, Attorney shall receive from each contract attorney copies of all motions, memoranda and appellate briefs filed and review the same. Establish and maintain a system to monitor the quality and track the quantity of such documents filed by contract attorneys.
2. **INDIVIDUAL INDIGENT DEFENSE RESPONSIBILITIES**. 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 the attorney is assigned to and who is deemed by the court to be indigent, as well as those persons assigned to attorney at video arraignments. Attorney will also represent indigent defendants in probation violation hearings and restitution hearings. There will be a standing assignment for two court calendars in addition to the coordinating duty set forth in this Agreement.
 - A. Attorney will represent various indigent defendants when the court deems there is a conflict of interest preventing other contract attorneys from representing the indigent defendant. Any such representation shall be at no additional cost to Weber County.
 - B. It is agreed that in complex aggravated murder, murder or similar cases resulting in a possible death penalty or mandatory prison sentence that the Attorney may apply to Weber County for additional funds for work and expenses incurred in defending any such designated cases, with the awarding of such sums to be at the discretion of the Weber County Commission.
 - C. All contract attorneys (including the coordinator) are expected to provide coverage for each other when necessary and when available. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When not possible, then the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her. 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. This amount shall be deducted from the compensation of the attorney whose calendar was covered and added to the compensation of the covering attorney.
 - D. When attorney will miss his regular court assignment due to trial, seminars, vacation, etc., he shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at his court assignment, the sum of Six Hundred Dollars (\$600) shall be deducted from his compensation and paid to the attorney[s] who provide coverage for Attorney (if, indeed, any is provided).

- E. Attorney agrees to use his 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.
- F. 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, investigator fees, laboratory costs, transcripts and defense witness fees. Attorney hereby agrees to use his best efforts to minimize the cost and expenses to be deducted from the fund. Before any funds are expended, Attorney 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 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 Commission for approval of additional funds.
- G. Attorney agrees to assist Weber County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to Weber County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
- H. The term of this Agreement shall be from January 1, 2016 through December 31, 2016.
- I. Weber County agrees to pay Attorney the sum of One Hundred Twenty Six Thousand Dollars (\$126,000) on an annualized basis for the services specified in this Agreement, Attorney shall be paid Ten Thousand Five Hundred Dollars (\$10,500) per month, plus an additional \$300 annually to cover expenses associated with discovery. The first installment is due before the end of January 2016 and a like sum on the last day of each month thereafter through December 31, 2016.
- J. Throughout the term of this Agreement, Attorney agrees to maintain a bona fide presence in Weber County, made available to the clients which he serves under the terms of this Agreement.

- K. 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 or as a result of this Agreement.
- L. 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.
- M. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County. Attorney is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
- N. 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 breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 11 of this Agreement.

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


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

Date 1-5-2016

By 
Kerry W. Gibson, Chair

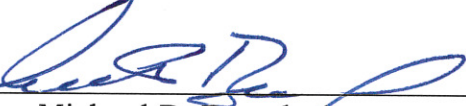
Commissioner Bell voted	<u>Y</u>
Commissioner Gibson voted	<u>Y</u>
Commissioner Zogmaister voted	<u>Y</u>

ATTEST:



Ricky Hatch, CPA
Weber County

INDIGENT DEFENSE COORDINATOR

By 

Michael D. Bouwhuis

Date 1/4/16

5160023
15-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
APPEALS**

THIS AGREEMENT is made effective the 5th day of January, 2016, by and between WEBER COUNTY, a body politic and the State of Utah, hereinafter referred to as "County," and Samuel Newton, 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, 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 and Weber County Justice Court on the appellate level 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 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; timely filing the notice of appeal; timely filing brief of appellant; timely filing reply brief of appellant; participating in oral argument; any drafting any other necessary and relevant documents, timely filings, or other action necessary to pursue appeals.
2. The parties acknowledge that a trial attorney in juvenile court is obligated to do the appeal. However, Attorney agrees to assist contract attorneys in the juvenile court with questions of law relating to their appeals, and will assist, to a reasonable degree, said contract attorneys with structuring their appellate documents. If Attorney does the major part of the work in such an appeal, the Indigent Defense Coordinator shall notify the County and the appeal shall be deemed to constitute one half of a regular appeal for compensation purposes.
3. Should Attorney have a conflict on an appeal for which Attorney created the conflict, Attorney shall be responsible for the cost of conflict appellate counsel. Attorney will work with the Coordinator Attorney to find appropriate appellate counsel for conflict situations.
4. Attorney will cooperate in providing the Coordinating Attorney caseload information to enable the proper assembly of case statistics.

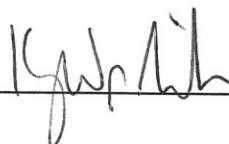
5. Attorney will work diligently to avoid any complaints being lodged against Attorney, and will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney, and work diligently to resolve any such complaint, as well as seek to identify potential conflicts or complaints that persons may have against Attorney. Attorney will keep the client updated on a regular basis as to the status of the client's appeal.
6. 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.
7. 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.
8. The term of this Agreement shall be from January 1, 2016 through December 31, 2016.
9. Weber County agrees to pay Attorney the sum of \$78,000 for service provided between January 1, 2016 and December 31, 2016. Payment shall be made to the Attorney in equal monthly installments of \$6,500 per month. The first installment is due before the end of January 2016, and a like sum on the last day of each month thereafter through December 31, 2016.
10. 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.

11. 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.
12. Attorney agrees to use his 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 and/or the Coordinator.
13. If Attorney handles more than fifteen (15) appeals per year (defined by the filing of the appellant's brief), except for aggravated murder appeals which will be contracted separately, Attorney may request additional compensation from County in the amount of \$5,000 per appeal. Attorney shall provide a list of all appeals in for that calendar year as part of the invoice and shall be verified by the Coordinating Attorney prior to submission.
14. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County. Attorney is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
15. 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 breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 6 of this Agreement.

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


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY


Date 1-5-2016

By 

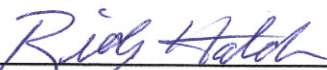
Kerry W. Gibson, Chair

Commissioner Bell voted

Commissioner Gibson voted 

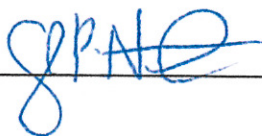
Commissioner Zogmaister voted 

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

INDIGENT DEFENSE
COORDINATOR

By 
Samuel Newton

By 

Michael D. Bouwhuis

Date 12/30/15

Date 1/4/16

5160024
1-5-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Mary Anne Ellis, 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 other 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 persons in the Second District Juvenile Court when appointed by the Court in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, 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.

- C. In the event Attorney is appointed to represent a client as a result of the client's indigency, 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.
 - D. Attorney agrees that if she is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall have sole discretion in determining whether Attorney is assigned as defense counsel in a death penalty case.
- 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 January 1, 2016 through December 31, 2018.

13. Weber County agrees to pay Attorney the sum of \$66,000 for service provided between January 1, 2016 and December 31, 2018, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$5,525 per month. The first installment is due before the end of January 2016 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:

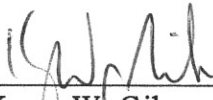
Law Office of Mary Anne Ellis, LLC
5100 S. 375 E., Suite B6
Ogden, Utah 84405




23. 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.
24. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
25. 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.

26. 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.
27. 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 
Commissioner Ebert voted 
Commissioner Gibson voted 


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Mary Anne Ellis
Date 12-21-2015

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/4/16

5160025
1-5-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Carol Mortensen, 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 other 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 persons in the Second District Juvenile Court when appointed by the Court in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, 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.

- C. In the event Attorney is appointed to represent a client as a result of the client's indigency, 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.
 - D. Attorney agrees that if she is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall have sole discretion in determining whether Attorney is assigned as defense counsel in a death penalty case.
- 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 January 1, 2016 through December 31, 2018.

13. Weber County agrees to pay Attorney the sum of \$67,000 for service provided between January 1, 2016 and December 31, 2016, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$5,608.33 per month. The first installment is due before the end of January 2016 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

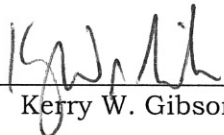
FOR THE ATTORNEY:

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24. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
25. 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.

26. 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.
27. 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

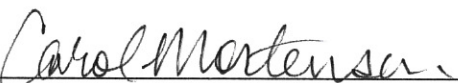
By 
Kerry W. Gibson, Chair

Commissioner Bell voted	<u>Y</u>
Commissioner Ebert voted	<u>Y</u>
Commissioner Gibson voted	<u>Y</u>


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Carol Mortensen
Date 12/21/19

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/4/20

5160026
1-5-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Jennifer Clark, 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 other 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 persons in the Second District Juvenile Court when appointed by the Court in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, 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.

- C. In the event Attorney is appointed to represent a client as a result of the client's indigency, 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.
 - D. Attorney agrees that if she is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall have sole discretion in determining whether Attorney is assigned as defense counsel in a death penalty case.
- 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.
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12. The term of this Agreement shall be from January 1, 2016 through December 31, 2018.

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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.
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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.

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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

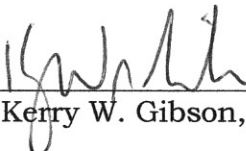
FOR THE ATTORNEY:

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25. 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.

26. 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.
27. This Agreement shall be governed by the laws of the State of Utah.

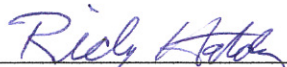
IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

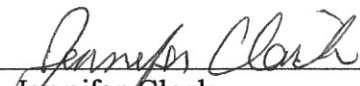

By 
Kerry W. Gibson, Chair

Commissioner Bell voted _____
Commissioner Ebert voted _____
Commissioner Gibson voted _____

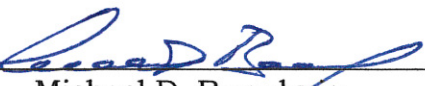
ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Jennifer Clark
Date December 21, 2015 

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/4/16

5160027
1-5-2016

AGREEMENT FOR INDIGENT DEFENSE ATTORNEY

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Martin V. Gravis, 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, 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 hereto agree as follows:

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who is deemed by the court to be indigent and who appears at the arraignment calendar sessions in the court Attorney is assigned to, 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.

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.

2. Attorney agrees to appear at video arraignments at the Weber County Correctional Facility (or any other location should the current procedure change) at half of each and every scheduled arraignment (normally Monday through Friday, with some exceptions for holidays, judicial conferences, etc.). Attorney's schedule is to be coordinated with the Coordinating Attorney. Attorney will interview those inmates who are requesting a public defender, fill out an intake sheet and make a determination, using the Standards of Indigency accepted by the Second District Court, as to whether the inmate qualifies to have a public defender appointed to him/her.

Attorney will represent jail inmates before the video judge, facilitate the assignment of a public defender for those inmates who qualify, address bail status issues when relevant and necessary, and generally handle any other legal matter relevant to indigent inmates before the video court.

Attorney will fill out an intake sheet completely for each indigent inmate, including noting the date, time and judge of the next court hearing, as well as the name of the attorney appointed to represent the indigent inmate, and submit a copy of each intake sheet, as well as of the video arraignment calendar, to the Coordinating Attorney as soon as practicable after each arraignment session.

3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified. Attorney agrees that if he is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall consult with the Civil Division of the County Attorney's Office in determining whether Attorney is assigned as defense counsel in a death penalty case.
4. Attorney will represent various indigent defendants that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorneys from representing the indigent defendant. Any such representation shall be at no additional cost to Weber County, with such assignments being made by the Coordinating Attorney. When necessary, Attorney will be required to provide conflict representation in the Juvenile Court as well.
5. Attorney will cooperate in providing the Coordinating Attorney caseload information 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, 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.
7. 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.
8. 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.
9. Attorney shall submit to the Coordinating Attorney a copy of each request for transcripts, request for appointment of expert witness, or any other motion or request 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.

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 a particular case is deemed to be extraordinary in complexity or requires extraordinary resources for a reasonable defense, Attorney may apply to Weber County for additional funding upon the recommendation of Coordinating Attorney.
12. 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.

13. When Attorney will miss his regular court assignment due to trial, seminar, vacation, etc., he shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at his court assignment, the sum of \$600 shall be deducted from his pay and paid to the attorney[s] who provided coverage for Attorney (if, indeed, any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
14. The term of this Agreement shall be from January 1, 2016 through December 31, 2016.
15. Weber County agrees to pay Attorney the sum of \$80,500 for service provided between January 1, 2016 and December 31, 2016, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$6,708.33 per month. The first installment is due before the end of January 2016 and a like sum on the last day of each month thereafter through December 31, 2016.

16. Attorney shall 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 each year this Agreement is in effect. In addition, Attorney agrees to defend, indemnify and hold Weber County harmless from all damage, loss or injury it may suffer as a result of the conduct of Attorney.
17. 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.
19. 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.
19. Attorney agrees to use his 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.
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. Attorney agrees to assist Weber County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to Weber County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
22. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
23. 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 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.

24. 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 retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 16 of this Agreement.
25. 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
Administrative Services Division
2380 Washington Blvd., Suite 340
Ogden, UT 84401

WITH A COPY TO:

Weber County Attorney's Office
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

FOR THE ATTORNEY:

26. In the event this agreement is terminated or is not renewed, Attorney agrees to cooperate with her successor including the filing of all necessary pleadings for

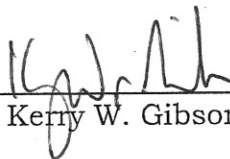
withdrawal and to deliver all applicable files, information and materials to the successor.

27. 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 Appellant Counsel designated by County 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.
28. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
29. 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.
30. 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.
31. 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


Date 1-5-2016

By 
Kerry W. Gibson, Chair

Commissioner Bell voted
Commissioner Ebert voted
Commissioner Gibson voted

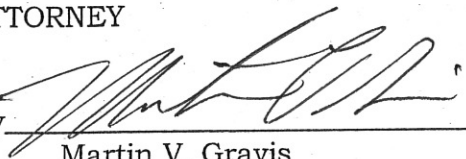
X
X
X

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By


Martin V. Gravis

Date

Dec 21, 2015

INDIGENT DEFENSE COORDINATOR

By


Michael D. Bouwhuis

Date

1/4/16

5160028
1-5-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Jonathan B. Pace, 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 other 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 persons in the Second District Juvenile Court when appointed by the Court in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, 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.

- C. In the event Attorney is appointed to represent a client as a result of the client's indigency, 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.
 - D. Attorney agrees that if she is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall have sole discretion in determining whether Attorney is assigned as defense counsel in a death penalty case.
- 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 January 1, 2016 through December 31, 2018.

13. Weber County agrees to pay Attorney the sum of \$87,300 for service provided between January 1, 2016 and December 31, 2018, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$7,275 per month. The first installment is due before the end of January 2016 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

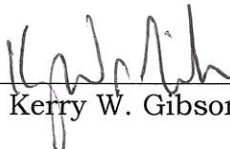
FOR THE ATTORNEY:

23. 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.
24. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
25. 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.

26. 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.
27. 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

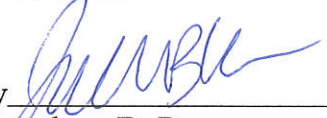
By 
Kerry W. Gibson, Chair

Commissioner Bell voted	<u>Y</u>
Commissioner Ebert voted	<u>Y</u>
Commissioner Gibson voted	<u>Y</u>


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Jonathan B. Pace
Date 12/11/15

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/4/16

5160029
1-5-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Jason Richards, 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 other 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 persons in the Second District Juvenile Court when appointed by the Court in accordance with paragraphs 1(A) and 1(B) below;

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

1. A. Attorney agrees to provide competent legal counsel to any minor defendant, 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.

- C. In the event Attorney is appointed to represent a client as a result of the client's indigency, 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.
 - D. Attorney agrees that if she is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall have sole discretion in determining whether Attorney is assigned as defense counsel in a death penalty case.
- 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 January 1, 2016 through December 31, 2016.

13. Weber County agrees to pay Attorney the sum of \$69,000 for service provided between January 1, 2016 and December 31, 2016, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$5,775 per month. The first installment is due before the end of January 2016 and a like sum on the last day of each month thereafter through December 31, 2016.
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:

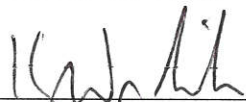
Jason Richards
2568 Washington Blvd., STE 200
Ogden, UT 84401

23. 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.
24. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
25. 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.

26. 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.
27. 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

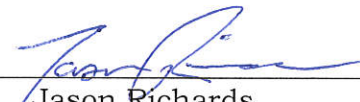
By 
Kerry W. Gibson, Chair

Commissioner Bell voted Y
Commissioner Ebert voted Y
Commissioner Gibson voted Y

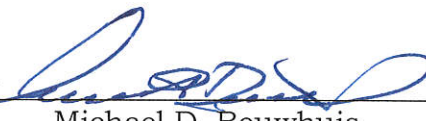
ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Jason Richards
Date 12-16-15

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 12/18/15

AGREEMENT FOR INDIGENT DEFENSE INVESTIGATOR

5/600 30
1-5-2016

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic and the State of Utah, hereinafter referred to as "County," and Mike Stewart, hereinafter referred to as "Investigator."

WITNESSETH:

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

WHEREAS, Investigator is licensed and bonded by the State of Utah; and

WHEREAS, Investigator is willing to provide investigative services for indigent persons in the Second District Court, the Second District Juvenile Court, and the Weber County Justice Court when such indigent persons have had a public defender appointed to them by the Court;

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

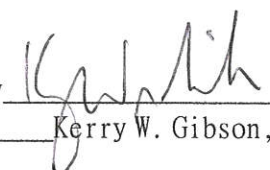
1. Investigator agrees that when he receives a written request from any of the attorneys contracted with Weber County to provide legal services to indigent persons (hereinafter referred to as "contract attorneys"), he will interview defendants, locate and interview potential witnesses, provide other relevant and necessary investigative services, and provide written reports based thereon to the attorney making the written request.
2. Investigator agrees to submit to the Coordinating Attorney copies of all written requests he receives from contract attorneys for investigative services.
3. Investigator agrees to serve subpoenas on witnesses when requested by contract attorneys.
4. Investigator agrees to seek to identify potential conflicts or complaints that persons may have against contract attorneys and/or Investigator, and report any such conflicts or complaints to the Coordinating Attorney.
5. It is agreed that in complex aggravated murder, murder, manslaughter and aggravated child sexual abuse cases resulting in a mandatory prison sentence that the Investigator will coordinate with the Coordinating Attorney any requests made to Weber County for additional funds for work and expenses incurred in investigating any such designated cases, with the awarding of such sums to be at the discretion of the Weber County Commission.

6. The term of this Agreement shall be from January 1, 2016 through December 31, 2018.
7. Weber County agrees to pay Investigator the sum of \$39,000 for services provided between January 1, 2016 and December 31, 2018. Payment shall be made to Investigator in equal monthly installments of \$3,250 per month. The first installment is due before the end of January 2016 and a like sum on the last day of each month thereafter through December 31, 2018.
8. Investigator agrees to maintain insurance in accordance with State requirements and shall provide proof of such insurance to the County.
9. Investigator agrees to abide by the provisions of Title 53 Chapter 9 of the Utah Code Annotated.
10. This Agreement may not be assigned by Investigator. Investigator is an independent contractor and shall not act as an agent for Weber County.
11. Investigator 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 Investigator's license issued by the State of Utah, a breach of this Agreement or behavior which brings disrepute to any of the contract attorneys, to Investigator, or to County. In the case of a breach or violation of a term of this Agreement, Investigator shall be given seven (7) calendar days to cure the breach or violation. Failure of the Investigator to cure breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may retain other investigator(s) to provide the services described herein, and deduct the costs from the compensation identified in Paragraph 7 of this Agreement.

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


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

Date 1-5-2016


By 
Kerry W. Gibson, Chair

Commissioner Bell voted y

ATTORNEY

By 
Mike Stewart

INDIGENT DEFENSE COORDINATOR

By 

Michael D. Bouwhuis

Date DECEMBER 18, 2015

Date 1/4/16

5160031
1-5-2016

AGREEMENT FOR INDIGENT DEFENSE ATTORNEY

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and Randall L. Marshall, 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, 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 hereto agree as follows:

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who is deemed by the court to be indigent and who appears at the arraignment calendar sessions in the court Attorney is assigned to, 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.

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.

2. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified. Attorney agrees that if he is qualified for the defense in a capital defense case where the County Attorney's Office seeks the death penalty, Attorney shall accept such assignment. County agrees that it shall pay additional compensation as negotiated by the Coordinating Attorney. The Coordinating Attorney shall consult with the Civil Division of the County Attorney's Office in determining whether Attorney is assigned as defense counsel in a death penalty case.
3. Attorney will represent various indigent defendants that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorneys from representing the indigent defendant. Any such representation shall be at no additional cost to Weber County, with such assignments being made by the Coordinating Attorney.

When necessary, Attorney will be required to provide conflict representation in the Juvenile Court as well.

4. Attorney will cooperate in providing the Coordinating Attorney caseload information to enable the proper assembly of case statistics.
5. 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.
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.
8. Attorney shall submit to the Coordinating Attorney a copy of each request for transcripts, request for appointment of expert witness, or any other motion or request 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. County agrees that if a particular case is deemed to be extraordinary in complexity or requires extraordinary resources for a reasonable defense, Attorney may apply to Weber County for additional funding upon the recommendation of Coordinating Attorney.
11. 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.

12. When Attorney will miss his regular court assignment due to trial, seminar, vacation, etc., he shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at his court assignment, the sum of \$600 shall be deducted from his pay and paid to the attorney[s] who provided coverage for Attorney (if, indeed, any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
13. The term of this Agreement shall be from January 1, 2016 through December 31, ~~2018~~2016.
14. Weber County agrees to pay Attorney the sum of \$72,500 for service provided between January 1, 2016 and December 31, ~~2018~~2016, plus an additional \$300 annually to cover expenses associated with discovery. Payment shall be made to the Attorney in equal monthly installments of \$6,041.67 ^{6041.67 RWA} per month. The first installment is due before the end of January 2016 and a like sum on the last day of each month thereafter through December 31, ~~2018~~2016.
15. Attorney shall 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 each year this Agreement is in effect. In addition, Attorney agrees to defend, indemnify and hold Weber County harmless from all damage, loss or injury it may suffer as a result of the conduct of Attorney.
16. 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.
17. 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.

18. Attorney agrees to use his 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.
19. 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.
20. Attorney agrees to assist Weber County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to Weber County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
21. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.
22. 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 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.

23. 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 retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 16 of this Agreement.

24. 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
Administrative Services Division
2380 Washington Blvd., Suite 340
Ogden, UT 84401

WITH A COPY TO:

Weber County Attorney's Office
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

FOR THE ATTORNEY:

25. In the event this agreement is terminated or is not renewed, Attorney agrees to cooperate with her successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information and materials to the successor.
26. 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 Appellant Counsel designated by County 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.
27. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
28. 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.

29. 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.
30. 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

Date 1-5-2016

By Kerry W. Gibson
Kerry W. Gibson, Chair

Commissioner Bell voted
Commissioner Ebert voted
Commissioner Gibson voted

/
/
/

ATTEST:

Ricky Hatch
Ricky Hatch, CPA
Weber County

ATTORNEY

By Randall L. Marshall
Date 12-15-2015

INDIGENT DEFENSE COORDINATOR

By Michael D. Bouwhuis
Date 12/15/15

5160032
1-5-2016

AGREEMENT FOR INDIGENT DEFENSE ATTORNEY

THIS AGREEMENT is made effective the 1st day of January, 2016, by and between WEBER COUNTY, a body politic and the State of Utah, hereinafter referred to as "County," and Jonathan D. Hanks, 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, 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 hereto 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 also represent indigent defendants in probation violations hearings and restitution hearings.
2. Attorney will represent various indigent defendants when the court deems there is a conflict of interest preventing other Contract attorneys from representing the indigent defendant. Any such representation shall be at no additional cost to Weber County, with such assignments being made by the Coordinating Attorney.
3. Attorney will cooperate in providing the Coordinating Attorney caseload information to enable the proper assembly of case statistics.
4. Attorney will 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, as well as seek to identify potential conflicts or complaints that persons may have against Attorney.
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.
8. Attorney shall submit to the Coordinating Attorney a copy of each request for transcripts, appointment of expert witness, or any other motion or request 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 determine that such requests are necessary for a reasonable and adequate defense.
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 Coordinator and determine a proper course of action to remedy the situation.
10. County agrees that if a particular case is deemed to be extraordinary in complexity or requires extraordinary resources for a reasonable defense, Attorney may apply to Weber County for additional funding upon the recommendation of Coordinator.
11. 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.

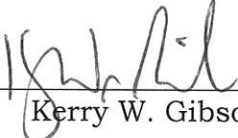
12. When attorney will miss his regular court assignment due to trial, seminar, vacation, etc., he shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at his court assignment, the sum of \$600 shall be deducted from his pay and paid to the attorney[s] who provide coverage for Attorney (if, indeed, any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
13. The term of this Agreement shall be from January 1, 2016 through December 31, 2016.
14. Weber County agrees to pay Attorney the sum of \$33,000 on an annualized basis for service provided between January 1, 2016 and December 31, 2016, 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 January 2016, and a like sum on the last day of each month thereafter through December 31, 2016.
15. 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.
16. 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.
17. 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.
18. Attorney agrees to use his 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.
19. Attorney agrees to assist Weber County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to Weber County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
20. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for Weber County.

21. 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. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his 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 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.
22. Attorney or County may be 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 breach or violation within the specified period shall result in termination of this Agreement and the parties hereto agree that Weber County may retain other legal counsel to represent indigent defendants within Weber County and deduct the costs from the compensation identified in Paragraph 6 of this Agreement.
23. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
24. Attorney is an independent contractor and is responsible to pay any and of all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
25. This Agreement shall constitute the entire agreement between the parties and by 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.
26. 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

Date 1-5-2016

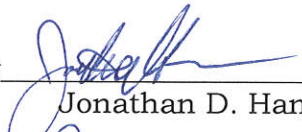
By 
Kerry W. Gibson, Chair

Commissioner Bell voted Y
Commissioner Gibson voted Y
Commissioner Zogmaister voted Y


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Jonathan D. Hanks
Date January 4, 2016

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 1/5/16