

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

Tuesday, January 10, 2017 - 10:00 a.m.

Commission Chambers, 2380 Washington Blvd., Ogden, Utah

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

WEBER COUNTY COMMISSIONERS: James Ebert, Kerry W. Gibson, and Jim Harvey

OTHER STAFF PRESENT: David C. Wilson, Deputy County Attorney; Lynn D. Taylor, Chief Deputy, County Clerk/Auditor; and Fátima Ferneliús, of the Clerk/Auditor's Office, who took minutes.

A. WELCOME – Chair Ebert Ebert

B. INVOCATION – Jennifer Graham

C. PLEDGE OF ALLEGIANCE – Duncan Olsen

D. THOUGHT OF THE DAY – Commissioner Harvey

E. PRESENTATIONS:

1. PRESENTATION FROM UTAH DIVISION OF WILDLIFE RESOURCES OF PAYMENT IN LIEU OF TAXES CHECK

Justin Dolling, Northern Region Supervisor, noted that the DWR owns/manages 16,000+ acres in Weber County and presented a PILT check for \$8,175.85.

2. PRESENTATION ON SALVATION ARMY'S EFFORT IN FEEDING AND CLOTHING THOSE IN NEED IN WEBER COUNTY

Captain Donald Warriner reported on some of the assistance provided to the underprivileged of Weber County by the Salvation Army, noting the enormity of the problem with homelessness/underprivileged and stating that the figures keep increasing by about 20%/year. Last year they gave out 6,800 sack lunches, 836 clothing vouchers, 3,662 food boxes, 100 furniture vouchers, 755 hygiene kits, and 37,000 breakfasts. They now serve in one day the number of breakfasts that they used to serve in one month to the homeless. They also gave out 4,000 Christmas gifts to children. The Salvation Army relies on support from the city, county and community. Commissioner Gibson said that he and Chair Ebert attended a gala in November and also met Captain Warriner's wife who is also very involved in the program; they were very impressed with the organization and its great service to the community.

F. CONSENT ITEMS:

1. Warrants #412883-#412900 in the amount of \$2,529,326.40
2. Purchase orders in the amount of \$263,500.05
3. Minutes for the meetings held on December 20, 2016 and January 3, 2016
4. Set public hearing for January 24, 2017, 10 a.m., to consider & take action on a request to amend the side yard setbacks in the Ogden Valley Destination and Recreation Resort Zone (§104-29) in the Uniform Land Use Code of Weber County, Utah
5. ACH payment to US Bank for \$127,252.80 for purchasing card transactions through December 26, 2016

Commissioner Harvey moved to approve the consent items; Commissioner Gibson seconded.

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

G. ACTION ITEMS:

1. CONTRACT WITH THE OGDEN-WEBER CONVENTION VISITORS BUREAU (CVB)

Sara Toliver, CVB President, stated that the term of the contract is from January 1, 2017–December 31, 2020. Any budget amount changes will be done by amendments. Ms. Toliver said that the last two years have been banner years for the CVB. They have seen double digit increases for the last few years in tourism taxes. The commissioners expressed thanks to the amazing staff and the great job that they do.

Commissioner Gibson moved to approve the contract with the Ogden-Weber Convention Visitors Bureau; Commissioner Harvey seconded.

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

2. **PUBLIC DEFENDER CONTRACTS BY THE FOLLOWING ATTORNEYS AND INVESTIGATOR:**

AMMON NELSON	JONATHAN HANKS	MICHAEL BOUWHUIS
ANDREW HEYWARD	JONATHAN PACE	RANDALL MARSHALL
CAROL MORTENSEN	LOGAN BUSHELL	RICHARD WILLIAMS
JAMES RETALICK	MARTIN GRAVIS	ROBERT BRUNSON
JASON WIDDISON	MARY ANNE ELLIS	SAMUEL NEWTON
JENNIFER CLARK		

Bryan Baron, Deputy County Attorney, noted that the county has an obligation to provide these attorneys. Commissioner Harvey moved to approve the Public Defender contracts with the above listed attorneys and investigator; Commissioner Gibson seconded.

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

3. **RESOLUTION APPOINTING MEMBERS TO THE WEBER MOSQUITO ABATEMENT DISTRICT – RESOLUTION 1-2017**

Chair Ebert had been serving on this board for some time. Commissioner Harvey volunteered to serve.

Commissioner Gibson moved to adopt Resolution 1-2017 appointing Commissioner Harvey to the Weber Mosquito Abatement District; Chair Ebert seconded.

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

4. **RESOLUTION APPOINTING MEMBERS TO THE ARENA BOARD – RESOLUTION 2-2017**

Jennifer Graham, with County Culture, Parks & Recreation, presented the names forwarded by the board for appointment or reappointment.

Commissioner Harvey moved to adopt Resolution 2-2017 reappointing Julie Snowball, Rod Southwick (terms expiring 12/31/2010), and Tom Close (term expiring 12/31/2019) and to appoint Sheryl Cox (term expiring 12/31/2010) to the Arena Board; Commissioner Gibson seconded.

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

5. **CONTRACT WITH TRAX AV TO SUPPLY SOUND AT THE 2017 HOF WINTERFEST**

Jennifer Graham, with County Culture, Parks & Recreation, briefly presented this contract.

Commissioner Gibson moved to approve the contract with Trax AV to supply sound for the 2017 Hof German Winterfest; Commissioner Harvey seconded.

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

6. **CONTRACT WITH BROKEN HEART RODEO TO HOLD THE INTERMOUNTAIN ICEBREAKER HIGH SCHOOL INVITATIONAL RODEO AT THE GOLDEN SPIKE EVENT CENTER**

Jennifer Graham, with County Culture, Parks & Recreation, briefly presented this contract.

Commissioner Harvey moved to approve the contract with Broken Heart Rodeo to hold the Intermountain Icebreaker High School Invitational Rodeo at the Golden Spike Event Center; Commissioner Gibson seconded.

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

7. **CONTRACT WITH WORLD CHAMPIONSHIP CUTTER AND CHARIOT RACING ASSOCIATION TO HOLD THE WORLD CUTTER & CHARIOT RACING CHAMPIONSHIPS AT THE GOLDEN SPIKE EVENT CENTER**

Jennifer Graham, with County Culture, Parks & Recreation, briefly presented this 1-year contract.

Commissioner Gibson moved to approve the contract with World Championship Cutter and Chariot Racing Association to hold the World Cutter and Chariot Racing Championships at the Golden Spike Event Center; Commissioner Harvey seconded.

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

8. RESOLUTION FOR THE INTERLOCAL AGREEMENT AMENDMENT WITH TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT ON THE 3500 WEST ROADWAY PROJECT – RESOLUTION 3-2017

Jared Andersen, County Engineer, stated that the county and the District had entered into an interlocal agreement to coordinate work and share costs associated with a culinary waterline project along 3500 W. during the county's improvement of 3500 W. The original agreement was based on the applicable line items in the bid and this amendment is to formalize the reimbursement of all the change orders. Mr. Andersen stated that this is a great example of entities working together and both benefit. Chair Ebert noted that the contract specifies what each entity pays for and asked about a couple of small amounts under the county's responsibility. Mr. Andersen stated that those were costs the county would have been responsible for regardless of the utility's involvement. This is the same procedure used with each public utility in that area.

Commissioner Harvey moved to adopt Resolution 3-2017 approving the Interlocal Agreement Amendment with Taylor West Weber Water Improvement District on the 3500 West roadway project; Commissioner Gibson seconded.

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

9. RIGHT-OF-WAY CONTRACT WITH JOSEPH F. GIORDANO FOR PARCEL 11 ON THE 12TH STREET ROADWAY PROJECT

Jared Andersen, County Engineer, briefly presented this contract.

Commissioner Gibson moved to approve the right-of-way contract with Joseph F. Giordano for Parcel 11 on the 12th Street roadway project; Commissioner Harvey seconded.

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

H. PUBLIC COMMENTS:

Sylvia Salisbury, of Ogden, said that it is convenient to receive the election ballot early in the mail; however, early voting is a bad idea. Case in point: on October 28 FBI director James Comey announced that the bureau was looking into many more emails on the server that Hillary Clinton used. On that date, according to the New York Times 22 million American had already cast their votes. Ms. Salisbury stated that that figure is greater than any margin of victory of any U.S. President. She also stated that in a court case the jury is not allowed to cast a vote for innocence or guilt until after the full evidence has been presented and that voters should not be able to either. By law, Election Day is the first Tuesday following the first Monday in November on even years. She strongly believes that the law should be enforced and wanted to share these thoughts with the Commission.

I. ADJOURN

Commissioner Harvey moved to adjourn at 10:53 a.m.; Commissioner Gibson seconded.

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

Attest:

James Ebert, Chair
Weber County Commission

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

5170011

1.10.17

AGREEMENT FOR INDIGENT DEFENSE ATTORNEY JUVENILE COURT

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent

legal counsel to any parent or legal guardian where the following criteria have been met:

- a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and
 - c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
 - a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.

8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.

14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$84,641
Delinquency Representation	\$36,309
Child Welfare Drug Court	\$3,900
Additional Increase	\$2,148
Total	\$126,998

Payment shall be made to the Attorney in equal monthly installments of \$10,583.16 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no

more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases

may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense.

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.

30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

FOR THE ATTORNEY:

JENNIFER CLARK
5829 S 1050 E.
Ogden, UT 84405

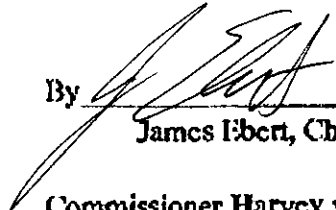
Weber County Attorney
2380 Washington Blvd., Suite 230
Ogden, UT 84401

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By


James Ebert, Chair

Commissioner Harvey voted

☒

Commissioner Ebert voted

☒

Commissioner Gibson voted

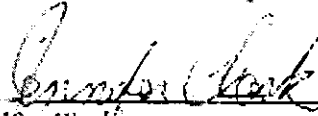
☒

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By



Jennifer Clark

Date

✓ 12/30/16

INDIGENT DEFENSE COORDINATOR

By


Michael D. Bouwhuis

Date

12/30/16

5170013 ✓
1-10-2016

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Ammon Nelson, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

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- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
- a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$69,367

Mental Health Hearings	\$2,600
Additional Increase	\$798
Total	\$72,765

Payment shall be made to the Attorney in equal monthly installments of \$6,063.75 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain

cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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:

Ammon Nelson Law, PLLC
2650 Washington Blvd. Ste 202
Ogden, UT 84401

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

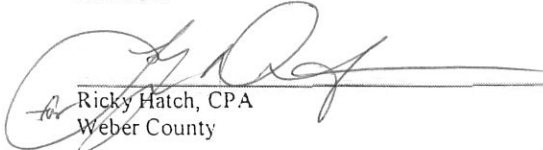
By


James Ebert, Chair


Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Gibson voted

✓
✓
✓

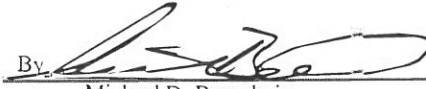
ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

B. 
Ammon Nelson
Date 12/30/14

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis
Date 12/30/14

5/7 0014 ✓
1-10-2017

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Andrew Heyward, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
- a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$68,680

Delinquency Drug Court	\$1,950
Child Welfare Drug Court	\$3,900
Total	\$74,530

Payment shall be made to the Attorney in equal monthly installments of \$6,210.83 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain

cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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:

Andrew Heyward
986 S 200 E
Layton, UT 84041

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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


BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By  _____
James Ebert, Chair

Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Gibson voted

✓
✓
✓

ATTEST:

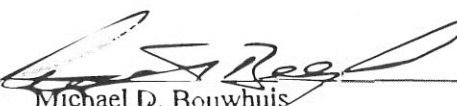

for Ricky Hatch, CPA
Weber County

ATTORNEY

INDIGENT DEFENSE COORDINATOR

By 

Date 1/5/2017

By 
Michael D. Bouwhuis

Date 1/5/17

5170011

1.10.17 ✓

AGREEMENT FOR INDIGENT DEFENSE ATTORNEY JUVENILE COURT

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent

legal counsel to any parent or legal guardian where the following criteria have been met:

- a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and
 - c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
 - a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.

8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.

14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$84,641
Delinquency Representation	\$36,309
Child Welfare Drug Court	\$3,900
Additional Increase	\$2,148
Total	\$126,998

Payment shall be made to the Attorney in equal monthly installments of \$10,583.16 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no

more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases

may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense.

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.

30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

FOR THE ATTORNEY:

JENNIFER CLARK
5829 S 1050 E.
Ogden, UT 84405

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

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By


James Ebert, Chair

Commissioner Harvey voted

☒

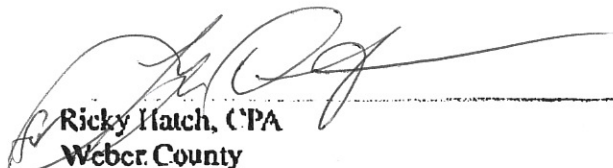
Commissioner Ebert voted

☒

Commissioner Gibson voted

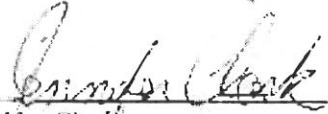
☒

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By



Jennifer Clark

Date

12/30/16

INDIGENT DEFENSE COORDINATOR

By


Michael D. Bouwhuis

Date

12/30/16

5170009
1-10-2017 ✓

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Jonathan Hanks, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

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

6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.

14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$63,691
Total	\$63,691

Payment shall be made to the Attorney in equal monthly installments of \$5,307.58 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).

21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
23. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
24. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
25. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
26. Nothing in this Agreement shall prohibit Attorney from representing private clients so long as the representation of private clients does not interfere with or create a conflict of interest in the representation of clients appointed under this Agreement.
27. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
28. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
29. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the

services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.

30. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. Payment for any expense incurred by the Attorney and not previously approved by the Court, or in excess of that approved by the Court, shall be the sole responsibility of the Attorney. In the event the total court approved expenses exhaust the expense fund for the year, the Attorney shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.
31. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
32. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
33. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
34. Any notice required by this agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

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

FOR THE ATTORNEY:

Ascendus Law, PC
470 24th St., Suite 206
Ogden, UT 84401

35. In the event this Agreement is terminated or is not renewed, Attorney agrees to cooperate with his successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.
36. In the event that Attorney files a Notice of Appeal to the Utah Court of Appeals and/or the Utah Supreme Court, Attorney shall immediately, but not later than ten (10) days thereafter, contact 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.

37. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
38. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
39. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
40. This Agreement shall be governed by the laws of the State of Utah.


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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
James Ebert, Chair
Date 1-10-2017

Commissioner Harvey voted ☒
Commissioner Gibson voted ☒
Commissioner Ebert voted ☒

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By /s/ Jonathan Hanks
Jonathan Hanks

Date January 9, 2017

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 1/10/17

5170006 ✓
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and James M. Retallick, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who appears at the arraignment calendar sessions in the court Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings.
 - a. 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.
 - b. 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.

- c. 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. Attorney shall 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.
2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
4. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the

Coordinating Attorney.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$80,070
Video Calendars	\$9,100
Total	\$89,170

Payment shall be made to the Attorney in equal monthly installments of \$7,430.83 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.

25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.

33. 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:

James M. Retallick
3440 North 2400 East
Layton, UT 84040

34. 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.
35. 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.
36. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
37. 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.
38. 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.
39. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By  _____




James Ebert, Chair

Date 1-10-2017

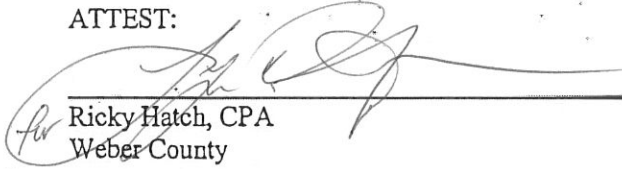
Commissioner Harvey voted

Commissioner Gibson voted

Commissioner Ebert voted

ATTEST:

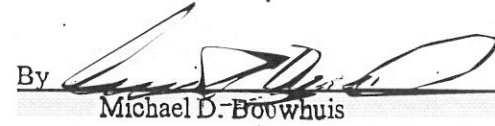

Ricky Hatch, CPA
Weber County

ATTORNEY

By 
James M. Retallick

Date 12/22/16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 12/22/16

517008
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Jason Widdison, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who appears at the arraignment calendar sessions in the court Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings.
 - a. Attorney agrees to provide competent legal counsel to any indigent person charged with a misdemeanor in the Weber County Justice Court. Attorney will represent indigent defendants in all matters before the justice court including all hearings and trials and all other matters required to ensure adequate representation.
2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
4. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said

Coordinating Attorney to cover specific court calendars and other hearings as necessary.

5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.

13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$61,818
Weber County Justice Court Calendar	\$4,420
Temporary Comp. from Previous Contract	\$6,500
Additional Increase	\$3,492
Total	\$76,230

Payment shall be made to the Attorney in equal monthly installments of \$6,352.50 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

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

20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys

representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.

29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
33. 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

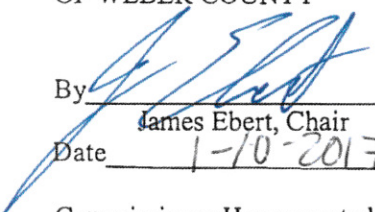
FOR THE ATTORNEY:

34. 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.

35. 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.
36. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
37. 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.
38. 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.
39. This Agreement shall be governed by the laws of the State of Utah.

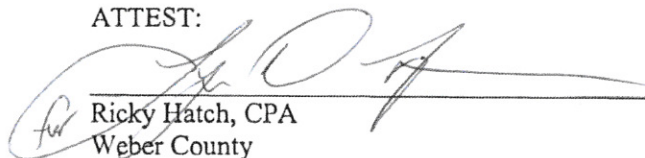
IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

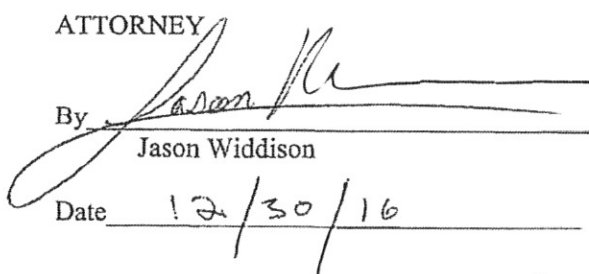
By 
James Ebert, Chair
Date 1-10-2017

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


ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Jason Widdison
Date 12/30/16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwbuis
Date 12/30/16

✓
5170004
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who appears at the arraignment calendar sessions in the court Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings.
 - a. 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.
 - b. 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.

- c. 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. Attorney shall 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.
2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
4. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required

to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$80,871
Video Calendars	\$9,100

Total	\$89,971
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Payment shall be made to the Attorney in equal monthly installments of \$7,497.58 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.

25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.

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

FOR THE COUNTY:

FOR THE ATTORNEY:

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

34. 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.
35. 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.
36. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
37. 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.
38. 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.
39. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By

James Ebert, Chair

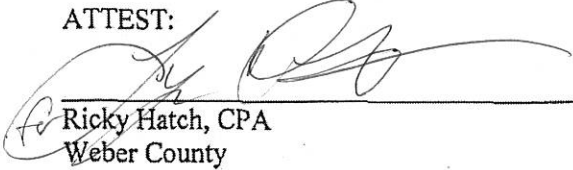
Date

1-10-2017

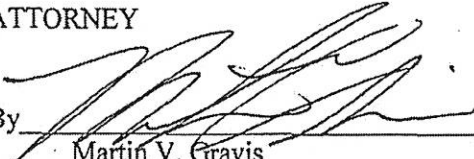
Commissioner Harvey voted
Commissioner Gibson voted
Commissioner Ebert voted

✓
✓
✓

ATTEST:

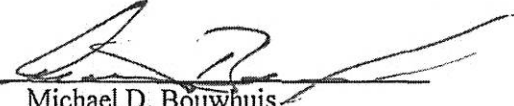

Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Martin V. Gravis

Date 12-22-16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 12/29/16

2505
5170018
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
 - a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$72,183

Total	\$72,183

Payment shall be made to the Attorney in equal monthly installments of \$6,015.25 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain

cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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
P.O. Box 13841
Ogden, UT 84412

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

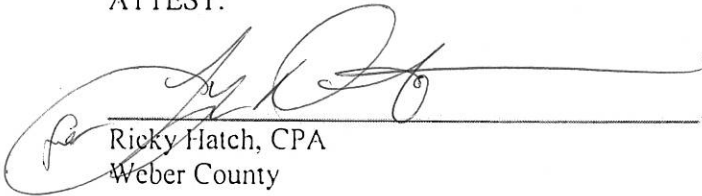
By 

James Ebert, Chair

Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Gibson voted


✓
✓
✓

ATTEST:



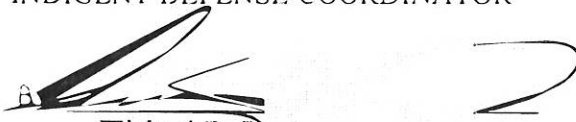
Ricky Hatch, CPA
Weber County

ATTORNEY

By 

Mary Anne Ellis
Date 12/30/2016

INDIGENT DEFENSE COORDINATOR



Michael D. B
Date 12/30/16

5170007 ✓
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Randall Marshall, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

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

6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.

14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$78,493
Total	\$78,493

Payment shall be made to the Attorney in equal monthly installments of \$6,541.08 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.

- a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.

29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
33. 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:

34. 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.
35. 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.
36. This Agreement can be changed, modified, or amended only by written agreement of the Parties.

37. 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.


38. 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.

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

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By


James Ebert, Chair

Date

1-10-2017

Commissioner Harvey voted

☒

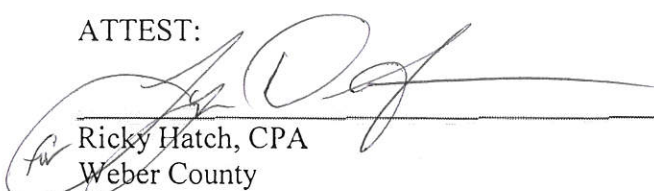
Commissioner Gibson voted

☒

Commissioner Ebert voted

☒

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By



Randall Marshall

Date

1-3-2017

INDIGENT DEFENSE
COORDINATOR

By


Michael D. Bouwhuis

Date

1/4/17

5170016 ✓
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Richard Williams, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
 - a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Delinquency Representation	\$69,658

Total	\$69,658

Payment shall be made to the Attorney in equal monthly installments of \$5,804.83 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain

cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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:

Allen, Pace & Williams,
2550 Washington Blvd Suite 300
Ogden Utah 84401

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

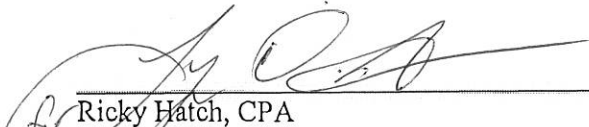
BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 

James Ebert, Chair


Commissioner Harvey voted _____
Commissioner Ebert voted _____
Commissioner Gibson voted _____

ATTEST:




Ricky Hatch, CPA
Weber County

ATTORNEY

By 

Richard Williams
Date 12-28-2016

INDIGENT DEFENSE COORDINATOR

By 

Michael O. Bouwhuis
Date 12/29/16

5170010 ✓
1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
APPEALS**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Samuel Newton, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

WHEREAS, Attorney is willing to represent indigent persons in the Second District Court 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 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 of other necessary and relevant documents, timely filings, or other action necessary to pursue appeals.
2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
3. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney as necessary.
4. 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 Coordinating Attorney shall notify the County and the appeal shall be deemed to constitute one half of a regular appeal for compensation purposes.

5. 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 Coordinating Attorney to find appropriate appellate counsel for conflict situations.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney to enable the proper assembly of case statistics.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates, but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. County agrees that if Attorney is asked to represent a defendant in a capital defense case,

which could result in the death penalty, or an aggravated murder case, a separate contract would be crafted to handle compensation.

14. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.

15. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Appeals	\$68,286
Temporary Comp. from Previous Contract	\$9,714
Additional Increase	\$3,900
Total	\$81,900

Payment shall be made to the Attorney in equal monthly installments of \$6,825 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

16. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
17. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
18. 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).
19. 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.
20. Attorney agrees to keep clients updated on a regular basis as to the status of the client's appeal.
21. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged.
22. If Attorney handles more than 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 for that calendar year as part of the invoice, and the invoice shall be verified by the Coordinating Attorney prior to submission.

23. 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.
24. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
25. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
26. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
27. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
28. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
29. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
30. 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 Samuel P. Newton, PC
40 2nd Street E, Suite 222
Kalispell, MT 59901

31. 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.
32. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
33. 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.
34. 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.
35. 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

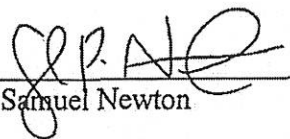
By [Signature]
James Ebert, Chair
Date 1-10-2017

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

ATTEST:

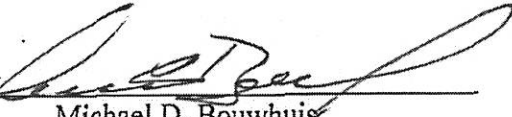
[Signature]
Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Samuel Newton

Date 12/29/16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 12/29/16

5/7/005
1.10.17 ✓

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Logan Bushell, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

1. Attorney agrees to provide competent legal counsel to any person charged with a felony or a misdemeanor who appears at the arraignment calendar sessions in the court Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings.
 - a. Attorney agrees to provide competent legal counsel to any indigent person charged with a felony who is referred to and accepted by the Drug Court Program or the DUI Court Program in the Second District Court, Ogden Department. Attorney agrees to work to ensure that such persons' rights are protected throughout the court process. Furthermore, Attorney agrees to provide whatever efforts may reasonably be needed to further the purposes of the drug court and DUI court programs.
 - b. Attorney agrees to represent indigent persons who are being held by an order of the court at the McKay-Dee Hospital for involuntary commitment proceedings and those persons who are under involuntary commitment to Weber Human Services in review hearings. Attorney will be responsible to set up contact with the clerk of the court in the attorney's assigned week to obtain notices of hearings and be available for those hearings (which are generally heard each Friday morning at 8:30 a.m., and at times on Monday afternoon at 3:30 p.m.) The

attorney shall interview each client before the hearings and provide competent legal representation for the client at the hearings. The attorney will also be responsible to represent the client in de novo appeals from the commitment hearings and file petitions for review hearings as requested by a client under commitment.

2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
3. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
4. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
5. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
6. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
7. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
8. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.
9. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each request for transcripts, request for appointment of expert witness, or any other motion, request, or stipulation that will require payment by the County, and shall submit such copies simultaneously with the filing of the original documents with the Court. Attorney shall also work to ensure that such requests are necessary for case preparation.
11. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation.
12. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$61,818
Mental Health Court Calendar	\$3,900
Drug Court Calendar	\$9,100
DUI Court Calendar	\$5,200

Total	\$83,265
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Payment shall be made to the Attorney in equal monthly installments of \$6,938.75 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.

25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.

33. 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:

BUSHELL & WIDDISON, PLLC
470 24TH STREET, SUITE 202
OGDEN, UT 84401

34. 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.
35. 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.
36. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
37. 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.
38. 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.
39. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 

James Ebert, Chair

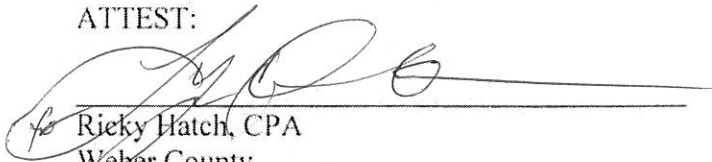
Date

1-10-2017

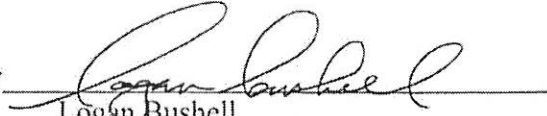
Commissioner Harvey voted
Commissioner Gibson voted
Commissioner Ebert voted

✓
✓
✓

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Logan Bushell

Date 12.29.16

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 12/29/16

5170012 ✓
1/10/17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic of the State of Utah, hereinafter referred to as "County," and Jonathan Pace, hereinafter referred to as "Attorney." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
- a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare Representation	\$82,151

Juvenile Coordinator	\$10,400
Total	\$92,551

Payment shall be made to the Attorney in equal monthly installments of \$7,712.58 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot

represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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:

Allen Pace & William
2550 Washington Blvd Suite 300
Ogden UT 84401

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

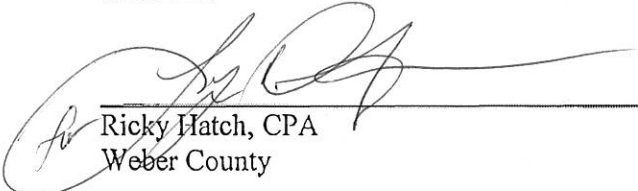
BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
James Ebert, Chair

Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Gibson voted


✓
✓
✓

ATTEST:




Ricky Hatch, CPA
Weber County

ATTORNEY

By 

Jonathan Pace
Date 12/28/16

INDIGENT DEFENSE COORDINATOR

By 

Michael D. Bourgeois
Date 12/29/16

1-10-17 ✓

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

WHEREAS, Attorney is an experienced attorney and has been acting as the coordinator and supervisor of other attorneys who have contracts for indigent defense with County; and

WHEREAS, Attorney is willing to continue to act as the coordinator and supervisor of attorneys who have contracts with County; and

WHEREAS, Attorney is willing 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 agree as follows:

1. **COORDINATOR RESPONSIBILITIES.** Attorney acknowledges that other attorneys contract with County to provide legal counsel for defendants within Weber County ("Public Defenders"). Attorney agrees to act as the coordinator and supervisor of the Public Defenders. In his capacity as Coordinating Attorney, Attorney shall be responsible for the following:

- a. Attorney shall supervise and coordinate all Public Defenders in 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 Public Defenders and review caseload

information to ensure that each Public Defender has a substantially equivalent case load in comparison to other Public Defenders with similar contracts.

- d. In meeting with individual Public Defenders, Attorney shall also determine if their respective caseloads for County are manageable under the Rules of Professional Conduct. If a Public Defender 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 Public Defenders 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 Public Defenders on a quarterly basis to receive feedback in regard to their respective responsibilities.
- e. Attorney shall receive, respond, and resolve complaints that may be lodged by anyone against the Public Defenders and seek to identify potential conflicts or complaints that persons may have against Public Defenders.
- f. Attorney shall establish a rotation for assignment of conflicts among Public Defenders.
- g. 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 Public Defender.
- h. Attorney shall meet with the county commissioner liason at least once quarterly to report on gross trends, caseload management, and statistical reports for the Public Defenders.
- i. Attorney shall attend annual budget hearings with the County to negotiate compensation rates and contract provisions for the Public Defenders.
- j. Attorney shall develop and implement a system for the collection of closed files from Public Defenders and the storage of such files in a location deemed appropriate by County and Attorney.
- k. Attorney shall develop a list of court-approved expert witnesses and encourage other Public Defenders to utilize the experts on the list. Attorney will monitor the Public Defenders in their use of the court-appointed expert witnesses.
- l. Except for the appellate attorneys, Attorney shall receive from each Public Defender copies of all motions, memoranda, and appellate briefs filed and review

the same. Attorney shall establish and maintain a system to monitor the quality and track the quantity of such documents filed by Public Defenders.

2. **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 Attorney is assigned to and who is deemed by the court to be indigent, as well as those indigent persons assigned to Attorney at video arraignments. Attorney will represent indigent defendants in all matters before the court including scheduling conferences, all hearings and trials, and all other matters required to ensure adequate representation including but not limited to probation violations hearings and restitution hearings. There will be a standing assignment for two court calendars in addition to the coordinating duty set forth in this Agreement.
3. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of client, which changes would affect the qualifying of the client for court-appointed counsel.
4. If Attorney is not Rule 8 qualified, Attorney shall make reasonable efforts to become Rule 8 qualified.
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. If any complaints are lodged by anyone against Attorney, Attorney will work diligently to resolve any such complaints.
6. If at any time Attorney's case load becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall 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.
7. County agrees that if Attorney is asked to represent a defendant in a capital defense case which could result in the death penalty, a separate contract would be crafted to handle compensation.
8. 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.
9. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be

compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.

10. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided).
11. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
12. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
District Court Calendars	\$75,430
Coordinating Attorney	\$52,000
Additional Increase	\$5,185
Total	\$132,615

Payment shall be made to the Attorney in equal monthly installments of \$11,051.25 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

13. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
14. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
15. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
16. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.

17. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
18. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.
19. Attorney will represent various clients that would typically be assigned to other Public Defenders when the court deems there is a conflict of interest preventing the other Public Defender from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
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. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
22. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
23. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
24. Before any of the expense 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, 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.

25. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.
26. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
27. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
28. 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:

Michael D. Bouwhuis
PO Box 150801
Ogden UT 84415

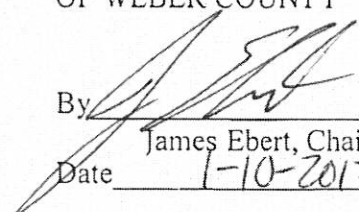
29. In the event this Agreement is terminated or is not renewed, Attorney agrees to cooperate with his successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.
30. In the event that Attorney files a Notice 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.
31. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
32. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.

33. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

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

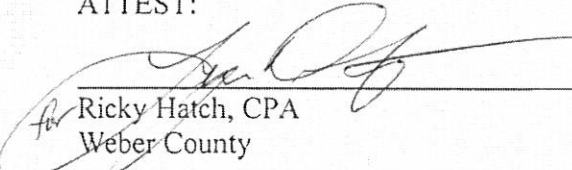
IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

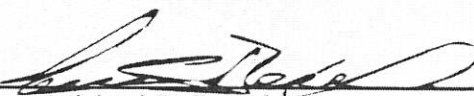
By 
James Ebert, Chair
Date 1-10-2017

Commissioner Harvey voted	<u>✓</u>
Commissioner Gibson voted	<u>✓</u>
Commissioner Ebert voted	<u>✓</u>

ATTEST:


for Ricky Hatch, CPA
Weber County

INDIGENT DEFENSE COORDINATOR

By 
Michael D. Bouwhuis

Date 12/29/16

2504

5170017

1.10.17

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
JUVENILE COURT**

This Agreement is made effective the 1st day of January, 2017, 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." County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in abuse, neglect, and dependency proceedings; in termination of parental rights proceedings; and in delinquency and contempt proceedings; 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 paragraph one, two, and three below;

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

1. **Delinquency Representation:** Attorney agrees to provide competent legal counsel to any minor defendant where the court appoints the Attorney pursuant to Utah Code § 78A-6-1111(1)(e), and the minor defendant has been charged with a delinquent act be it felony, misdemeanor, status offense, or certification proceeding. Attorney shall represent such minor defendants in all matters before the court including but not limited to juvenile court probation violations hearings, order to show cause hearings, and restitution hearings.
2. **Child Welfare Representation:** Attorney agrees to represent and provide competent legal counsel to any parent or legal guardian where the following criteria have been met:
 - a. The parent or legal guardian is involved in an abuse, neglect, dependency, contempt, or termination of parental rights proceeding brought by the Utah Attorney General's Office for the Utah Division of Family Services pursuant to Utah Code § 78A-6-1111 et al;
 - b. The court has found that the parent or legal guardian is indigent pursuant to the statutory indigency guidelines; and

- c. The court has appointed the Attorney to represent the parent or legal guardian.
3. **Private Termination Representation:** Attorney agrees to represent and provide competent legal counsel to any parent where the following criteria have been met:
- a. The parent is involved in a termination of parental rights proceeding that was brought by a private party;
 - b. The court has made a finding that failure to appoint counsel will result in a deprivation of due process;
 - c. The court has found that the parent is indigent pursuant to the statutory indigency guidelines; and
 - d. The court has appointed the Attorney to represent the parent.
4. 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.
5. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
6. Attorney will provide the Coordinating Attorney with caseload information on a monthly basis on a form approved by the Coordinating Attorney including information about the cases which have gone to trial.
7. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and work diligently to avoid any complaints being lodged against Attorney. Attorney will immediately communicate to the Coordinating Attorney any complaints that may be lodged by anyone against Attorney and work diligently to resolve any such complaint.
8. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorneys final paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
9. Attorney will assist Coordinating Attorney in the development of a list of court approved investigators and expert witnesses and make diligent efforts to utilize only those investigators and expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness or investigator who is not on the approved list, Attorney agrees to first consult with the Coordinating Attorney before making any such request of the Court.

10. Attorney shall submit to the Coordinating Attorney an electronic copy of each and every motion, memoranda, and appellate brief Attorney files. Attorney is not required to submit said copies prior to the respective due dates but shall submit copies to the Coordinating Attorney as soon thereafter as is practicable. Attorney will not be required to submit copies of client court reports, or any other such reports, unless requested by the Coordinating Attorney.
11. 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.
12. 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.
13. Attorney is expected to provide coverage for other contract attorneys when necessary and when Attorney is available to provide coverage. When possible, the attorneys should attempt to trade coverage at the time coverage is procured. When a simultaneous trade is not possible, the attorney whose calendar was covered should make reasonable efforts to reciprocate coverage for the attorney who covered for him/her upon request.
14. If the Coordinating Attorney determines that the attorney who provided coverage made reasonable efforts to procure coverage from the attorney for whom he/she provided coverage and the other attorney is unwilling or unable to provide coverage within six months of the original coverage having been provided, the covering attorney shall be compensated \$250 by the attorney who was covered. This amount shall be deducted from the paycheck of the attorney whose calendar was covered and added to the paycheck of the covering attorney.
15. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court. If Attorney fails to procure coverage and does not appear at Attorney's court assignment, the sum of \$600 shall be deducted from Attorney's pay and paid to the attorney[s] who provided coverage for Attorney (if any is provided). The arrangement for court coverage shall be coordinated with the Coordinating Attorney.
16. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
17. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
Child Welfare & Delinquency Representation	\$70,761

Delinquency Drug Court	\$1,950
Total	\$72,711

Payment shall be made to the Attorney in equal monthly installments of \$6,059.25 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.

County agrees to pay Attorney at the rate of \$100 per hour for services provided in Private Termination Cases pursuant to paragraph three above. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

18. Attorney's compensation is based on the number of years Attorney has practiced. County agrees to periodically increase the compensation to Attorney up to a maximum of 30 years.
19. Attorney agrees to maintain professional malpractice insurance with limits of \$100,000 per person and an aggregate of \$300,000 and provide to County evidence of the insurance. In addition, Attorney agrees to defend, indemnify, and hold County harmless from all damage, loss, or injury Attorney may suffer or be held liable for as a result of Attorney's conduct.
20. Attorney agrees to abide by the rules of Professional Conduct of the American Bar Association, the Utah State Bar Association, and the laws of the State of Utah, including but not necessarily limited to the provisions of Chapter 32 of Title 77, Utah Code Ann. (1953, as amended).
21. Attorney agrees to keep abreast of all current legal trends and to that end shall maintain sufficient continuing professional education credits during the period of this Agreement.
 - a. Attorney agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings.
22. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with clients which Attorney serves under the terms of this Agreement. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial, to make reasonable efforts to visit clients who are incarcerated, to return telephone calls as soon as reasonably possible, and to otherwise be reasonably accessible to all clients.
23. Attorney agrees to use his/her best efforts to avoid any conflicts of interest which would divide loyalty of Attorney to the client. The Parties, however, recognize that certain

cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent the person charged. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court.

24. Attorney will represent various clients that would typically be assigned to other contract attorneys when the court deems there is a conflict of interest preventing the other contract attorney from representing the client. Any such representation shall be at no additional cost to County, with such assignments being made under the direction of the Coordinating Attorney.
25. 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.
26. Unless the fee is waived by the court based upon the client's financial condition, Attorney agrees to assist County in the continued implementation of a fee recovery program whereby Defendants receiving assistance of appointed counsel shall repay to County a portion of the expense thereof as a matter of restitution, based upon a schedule approved by the Weber County Commission.
27. This Agreement may not be assigned by Attorney. Attorney is an independent contractor and shall not act as an agent for County.
28. County has established an indigent expense fund and will continue to fund the expense fund for the term of this Agreement. The expense fund may be used by all attorneys representing indigent defendants in County. Appropriate expenses shall include, but shall not be limited to laboratory costs, transcripts, defense witness fees, and extraordinary investigator fees. Attorney will bear all other expenses in providing the services contemplated herein, including but not limited to, transportation, office, telephone, postage, copying, and secretarial costs. While ensuring that Attorney's client receives an adequate and reasonable defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the fund.
29. Before any of the expense funds are expended, Attorney shall first consult with the Coordinating Attorney and then shall make application for approval of expenses in the form of a written motion to the trial judge and shall specify the reasons for the expense. 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.
30. Attorney or County may terminate this Agreement without cause upon sixty days written notice to the other Party.

31. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior which brings disrepute to other contract attorneys or to County.
32. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in Paragraph 17 of this Agreement.
33. 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:

Carol Mortensen
221 Washington Blvd #12563
Ogden, UT 84412

34. 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.
35. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
36. 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.
37. 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.
38. This Agreement shall be governed by the laws of the State of Utah.

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

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY


By


James Ebert, Chair

Commissioner Harvey voted
Commissioner Ebert voted
Commissioner Gibson voted

✓
✓
✓

ATTEST:




Ricky Hatch, CPA
Weber County

ATTORNEY

By Carol Mortensen

Carol Mortensen
Date 1/5/17

INDIGENT DEFENSE COORDINATOR

By 

Michael D. Bouwhuis
Date 1/5/17

5170015
1.10.17

AGREEMENT FOR INDIGENT DEFENSE INVESTIGATOR

This Agreement is made effective the 1st day of January, 2017, by and between Weber County, a body politic and political subdivision of the State of Utah, hereinafter referred to as "County," and Interstate Detective Agency, hereinafter referred to as "Investigator." County and Investigator are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

WHEREAS, the responsibility to provide a defense sometimes includes providing investigative services; 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, the Weber County Justice Court, and for indigent persons whose case is on appeal when such indigent persons have 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 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 Contract Attorneys making the written request.
2. Investigator agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney ("Coordinating Attorney") and to accept assignments from said Coordinating Attorney as necessary.
3. Investigator agrees to submit to the Coordinating Attorney copies of all written requests he receives from Contract Attorneys for investigative services.
4. Investigator agrees to serve subpoenas on witnesses when requested by Contract Attorneys.
5. 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.

6. It is agreed that in complex aggravated murder, murder, manslaughter and aggravated child sexual abuse cases resulting in a mandatory prison sentence the Investigator will coordinate with the Coordinating Attorney any requests made to 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.
7. The term of this Agreement shall be from January 1, 2017 through December 31, 2019.
8. County agrees to pay Investigator the sum of \$42,946 annually for services provided between January 1, 2017 and December 31, 2019. Payment shall be made to Investigator in equal monthly installments of \$3,578.83 per month. The first installment is due before the end of January 2017 and a like sum on the last day of each month thereafter through December 31, 2019.
9. Investigator agrees to maintain insurance in accordance with State requirements and shall provide proof of such insurance to the County.
10. Investigator agrees to abide by the provisions of Title 53 Chapter 9 of the Utah Code Annotated.
11. Investigator agrees that any and all requests for services made under this Agreement shall be performed by Robert Brunson at Interstate Detective Agency. This Agreement may not be assigned to other employees, investigators, or agencies.
12. 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 County may retain other investigator(s) to provide the services described herein, and deduct the costs from the compensation identified in this Agreement.
13. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
14. Investigator is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Investigator pursuant to this Agreement.
15. 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.

16. 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 [Signature], Chair
Date 1-10-2017

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

ATTEST:

[Signature]
for Ricky Hatch, CPA
Weber County

INVESTIGATOR

By [Signature]
Robert Brunson
Date 28 DEC 16

INDIGENT DEFENSE COORDINATOR

By [Signature]
Michael D. Bouwhuis
Date 12/29/16