

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
CIVIL COMMITMENTS IN UTAH COUNTY**

This agreement is made effective the 1st day of July, 2024, by and between Weber County Corporation, a body politic and political subdivision of the State of Utah (County) and Nelson Abbot (Attorney). County and Attorney are sometimes referred to individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Indigent Defense Act, as set forth in Utah Code Ann. Title 78B, Chapter 22, 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 UCA 26B-5-332(14) and (19) the county is responsible for the legal fees of indigent persons who are subject to commitment; and,

WHEREAS, Attorney is an active 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 Fourth District who originated from Weber County and are facing involuntary commitment or who have been committed and are appearing before the court for a review hearing;

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

**SECTION ONE
SERVICES**

1. Attorney shall fulfill the following specific assignments:
 - a. **Involuntary Commitment Hearings:** When appointed by the Fourth District Court, Attorney agrees to represent indigent persons who are being held by an order of the court for involuntary commitment proceedings and those persons who are under involuntary commitment in review hearings. Attorney shall interview each client before the hearings and provide competent legal representation for the client at the hearings. 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 shall perform the legal services required under this Agreement in a professional and ethical manner in accordance with the Utah Rules of Professional Conduct and such other applicable laws, rules, and case law governing the practice of law in the State of Utah together with such other regulations or statutory provisions to which Attorney may be

subject as a result of federal law.

3. Attorney agrees to be generally supervised by the Director of the Weber Public Defender Group. Upon request, Attorney shall submit to Director caseload information, an electronic copy of any motion, memoranda, appellate brief, court report, or any other such report pertaining to Attorney's Clients under this Agreement.
4. Attorney agrees to use his best efforts to avoid any conflicts of interest, which would divide loyalty of Attorney to Clients. The Parties recognize that certain cases may arise where conflicts are of sufficient magnitude that the Attorney cannot represent a particular Client. Conflicts of interest shall only be deemed to exist after a determination of the appointing Court and/or Director.

SECTION TWO CONDUCT

5. 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).
6. Attorney agrees to keep abreast of all current legal trends in the area of involuntary commitment necessary to provide effective and competent representation of Clients. Attorney is responsible to maintain sufficient continuing professional education credits during the period of this Agreement sufficient to maintain Attorney's bar license in good standing.
7. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Utah County where Attorney can meet with Clients.
8. 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.

SECTION FOUR COMPENSATION

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

Basis for Amount	Amount
Involuntary Commitment Hearings	\$7,000.00

Payment shall be made to the Attorney in equal quarterly installments of \$1,750 per quarter. Installments shall be made within 30 days of receipt of an invoice from Attorney.

10. Attorney shall be responsible for Attorney's general office expenses, paralegal expenses, copying, scanning, postage, telephone, and other similar operating expenses, except as specifically provided otherwise in this Agreement.

SECTION FOUR INSURANCE

11. 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.
12. Attorney shall indemnify and save the County and its officers, agents, and employees harmless from and against all claims for damages or injuries resulting from any claimed malpractice, injury, death, damages, and any other causes of action arising directly or indirectly from the performance of this Agreement by the Attorney.

SECTION FIVE REIMBURSEMENT OF EXPENSES

13. County has established a budget within the Weber Public Defender Group to provide defense resources that are necessary to Attorney to provide effective and competent representation. ("Expense Fund.") Appropriate expenses include laboratory costs, fees to obtain transcripts, defense witness and expert fees, investigator and interpreter fees. Attorney shall consult with the Director and receive approval prior to the incurring of any such fees. Failure of Attorney to receive prior authorization for these expenses may result in Attorney being financially responsible for said costs.
14. Attorney will bear **all other** expenses in providing the services contemplated herein, including transportation, office costs, telephone, postage, copying, scanning, and secretarial costs.
15. While ensuring that Attorney's Clients receive an effective and competent defense, Attorney hereby agrees to use his best efforts to minimize the cost and expense of defense resources. In the event the total approved expenses exhaust the Expense Fund for the year, Director shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.
16. Attorney shall submit the invoices or statements for expense reimbursements, together with supporting documentation to Director within 14 days of receipt for all approved expenses.

SECTION SIX TERM AND TERMINATION

17. The term of this Agreement shall be from July 1, 2024 through December 31, 2030.

18. Attorney or County may terminate this Agreement without cause upon 60-days written notice to the other Party.
19. This agreement may be terminated at any time for cause. Cause shall include a breach of this agreement or revocation of Attorney's license to practice in the State of Utah.

**SECTION SEVEN
MISCELLANEOUS**

20. Notice. Any notice required by this Agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

Director
Weber Public Defender Group
2380 Washington Blvd., Suite 100
Ogden, UT 84401

FOR THE ATTORNEY:

Nelson Abbott
3651 N 100 E, Ste. 350
Provo, UT 84604

21. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
22. Records. Attorney shall maintain such records and accounts as may be deemed reasonable and necessary to assure a proper accounting for all compensation and reimbursements paid to the Attorney under this Agreement. Upon request, Attorney shall make those records available to the County for audit purposes and shall maintain those records for a period of 3 years after the expiration of this Agreement or such other longer period as may be required by law.
23. Assignment. Attorney may not assign this Agreement or Attorney's performance under it, in whole or in part, without the prior written approval of the County.
24. Independent Contractor. Attorney is an independent contractor providing professional legal services to the County and is not an employee of the State of Utah or the County. Attorney is not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Attorney is responsible to pay all taxes and fees that result from the compensation paid to Attorney under this Agreement.
25. Entire Agreement. 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.
26. Laws. 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 H. Harvey, Chair

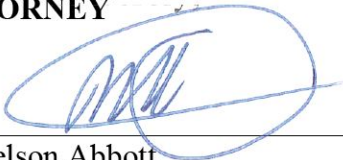
Date _____

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

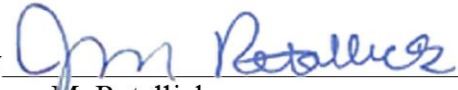
ATTEST:

Ricky Hatch, CPA
Weber County

ATTORNEY

By  _____
Nelson Abbott
Date 8/14/2024 _____

PUBLIC DEFENDER DIRECTOR

By  _____
James M. Retallick
Date August 14, 2024 _____