

**AMENDMENT TO AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
APPEALS**

This Amendment, by and between Weber County ("County"), a political subdivision of the State of Utah, and the Appellate Group ("Attorney") (collectively referred to as the "Parties"), amends and modifies the Agreement for Indigent Defense Attorney Appeals between the County and Emily Adams, Cherise Bacalski, and Freyja Johnson ("Appellate Attorneys").

RECITALS

WHEREAS, Appellate Attorneys have a contract with County to represent indigent defendants whose cases are being appealed ("Agreement"); and

WHEREAS, Appellate Attorneys have organized into a law firm called the Appellate Group and desire the Agreement to be modified to reflect the name of their firm instead of their individual names; and

WHEREAS, within the past year, Attorney has incurred additional statutory obligations to handle bail appeals; and

WHEREAS, County has incurred reporting obligations to the Indigent Defense Commission which will need to be fulfilled in part by Attorneys; and

WHEREAS, the Parties intend this Amendment to address the various changes discussed above;

NOW THEREFORE, for good and valuable consideration, it is agreed between the Parties as follows:

1. Paragraph 4 of the parties' Agreement shall be modified as follows:

Attorney agrees to provide various caseload information as requested by the Coordinating Attorney. Attorney will use Defender Data, or other software that may be required by the County, as a means of tracking and reporting various information about Attorney's assigned cases. In the event Attorney fails to provide the caseload information timely, County may impose a financial penalty on Attorney that will be deducted from Attorney's paycheck. The financial penalty shall be \$75 for a first offense, \$100 for a second offense, and \$250 for a third and subsequent offenses.

2. Paragraph 1 of the parties' Agreement shall be modified to include the following provision:

- c. **Interlocutory Appeals:** Attorneys agree to represent Clients in appeals where the Client has a statutory right to an immediate appeal from a non-final decision.

3. Paragraph 18.b. of the parties' Agreement shall be modified as follows:
- b. Attorneys shall be paid \$150 per hour for interlocutory appeals and for direct appeals from a trial where the issues on appeal involve more than a claim that the trial court abused its discretion in sentencing, and/or a challenge to a guilty plea where a timely motion to withdraw the guilty plea was not filed. In such cases, Attorneys will not bill the County more than \$8,000 per case without prior approval requested in writing.
3. All other terms and conditions of the Parties Agreement for Indigent Defense Attorney in District Court shall remain unchanged.

IN WITNESS WHEREOF the Parties have hereunto set their hands as of the _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James "Jim" Harvey, Chair

Commissioner Harvey voted _____
Commissioner Froerer voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County

ATTORNEY

INDIGENT DEFENSE COORDINATOR

By Emily Adams
Emily Adams
Date 2/19/2021

By Michael D. Bouwhuis
Michael D. Bouwhuis
Date 2/19/21