AMENDEDAGREEMENT

FOR INDIGENT CAPITAL DEFENSE COUNSEL SERVICE

This Agreement ("Agreement") is made and entered into by and between Weber County ("County"), a body corporate, politic and political subdivision of the State of Utah, and defense attorneys Julie George and David Ferguson ("Defenders").

RECITALS

WHEREAS, Doug Lovell ("Defendant") was charged in criminal case 921900407 in the Second Judicial District Court in and for Weber County, Utah, with the commission of the criminal offense of Aggravated Murder, a capital offense, in violation of§ 76-5-202, Utah Code Ann.; and

WHEREAS, pursuant to the Indigent Defense Act, as set forth in Title 77, Chapter 32, Utah Code Ann., the Court found Defendant to be indigent and entitled to the assignment of defense counsel in this case pursuant to§ 77-32-301, Utah Code Ann., at public expense; and

WHEREAS, Julie George is an attorney duly licensed to practice law in the State of Utah and is qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death and that she is proficient in the trial of capital cases; and

WHEREAS, Julie George, as lead counsel, verifies by signing this Agreement that she is currently qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death and that he is proficient in the trial of capital cases; and

WHEREAS, Julie George is an attorney duly licensed to practice law in the State of Utah and is qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as defense counsel for an indigent charged with an offense for which the punishment may be death and that she is proficient in the trial of capital cases. David Ferguson shall act as co-counsel in this case. By signing this Agreement, David Ferguson verifies that he is an attorney duly licensed to practice law in the State of Utah, and she is qualified to be assigned as defense co-counsel in a capital case; and

WHEREAS, Defenders are able and willing to undertake the assignment as defense counsel for and have no known conflicts of interest in representing Defendant in this case; and

WHEREAS, in contemplation of the assignment of the Defenders to represent Defendant in this case, Defenders and the County have negotiated a reasonable compensation for the services of Defenders as indigent defense counsel, and it is the intent of the parties that the te1ms of those services and that compensation be set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the parties hereto do hereby agree as follows:

SECTION ONE
SERVICES

A. Defenders shall provide legal service and representation to Defendant in all phases and proceedings on the trial level in criminal case 921900407 in the Second Judicial District Court in and for Weber County, in which Defendant is charged with Aggravated Murder.

B. Defenders shall represent Defendant in this case and provide and perform all necessary and appropriate legal defense services through:

(1) Any proceedings and trial, including any new trial granted by the trial court, all motion hearings, and any other proceedings which may be held in this case before the trial court; and
(2) Any post-trial proceedings before the trial court, including sentencing and any post-plea or post-trial motions filed by either Defendant or the State.

C. The services contemplated by this Agreement do not include any:

(1) Post-plea or post-trial appeals to an appellate court; or
(2) Proceedings before the trial court if the court has relieved counsel of the obligation to represent Defendant.

D. Defenders 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 law, rules, and case law governing the practice of law in the State of Utah together with such other regulations or statutory provisions to which the Defenders may be subject as a result of federal law. Defenders agree 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.

E. Defenders agree to be supervised by the director of the Weber County Public Defender Group ("Director"). Defenders shall, with reasonable promptness, inform the Director of:

(1) Any pending or possible conflicts of interest that may exist as a result of the proposed or current representation by either Defender of Defendant in the above-described criminal case and, if reasonably possible, obtain the appropriate and necessary waivers or releases from all concerned parties.
(2) Any circumstances which are likely to reasonably necessitate the withdrawal of either Defender; or
(3) The intention of either Defender to withdraw from representation of Defendant.

SECTION TWO
COMPENSATION

A. The County hereby authorizes payment of attorney fees to Julie George and David Ferguson at a rate of $155 per hour. Defenders may begin billing the County for work performed on this case as of September 1, 2024. Payments for both first and second chair may not exceed $200,000 (combined total) if the death penalty is sought by the prosecution or up to a maximum of $100,000 (combined total) if the death penalty is withdrawn by the prosecution before the commencement of trial unless the Defenders can show exceptional circumstances as required by 2E.

B. To establish exceptional circumstances, the Defenders must demonstrate that the compensation provided in this paragraph is unreasonably inadequate in light of the length and complexity of the litigation.

C. The compensation to be paid shall be the sole consideration provided to the Defenders by the County for services under this Agreement, and includes all of the Defenders' general office expenses, paralegal expenses, copying (other than voluminous copying performed by an outside provider), postage, preparation expenses, and other similar operating expenses, except as specifically provided otherwise in this Agreement. Time spent by an attorney, her clerical or other staff, or other legal team members regarding preparation, clarification, or interpretation of billings or contracts is considered a general office expense and shall not be billed to the County. This includes time spent working with the County on billing or contract issues.

D. In the event the Defenders, jointly or individually, receive payment from another source as payment of fees in the representation of Defendant in this case, the Defenders shall reimburse the County for any consideration paid to the extent of such payments.

E. The parties have agreed that the fee caps set forth in paragraphs 2A are reasonable and there shall be no additional compensation for the Defenders without the prior written approval of the County subject to the following conditions:

(1) If it becomes apparent that the fee caps will be inadequate because of exceptional circumstances, the Defenders shall submit a written request for additional fees, as soon as reasonably possible.

(2) The written request shall specify the amount of additional fees that the Defenders believe would be sufficient to complete the representation of Defendant in this case and shall include sufficient and appropriate information and documentation to show the exceptional circumstances necessitating the additional fees.

(3) At the discretion of the County Commissioners, the Defenders may be required to meet with the County Commissioners to further explain and present evidence as to the exceptional circumstances that necessitate the payment of additional fees.

(4) If the County Commissioners find that the additional fees requested are reasonable and based on exceptional circumstances, the County shall approve the additional compensation.

F. In an effort to keep costs under this contract to a minimum and to provide the Defendant with exceptional representation, the Defenders shall utilize the Weber Public Defender Group to assist with legal research, drafting and mitigation investigations whenever practical. The extent to which Defenders utilize the Weber Public Defender Group to assist in research, drafting and mitigation will be taken into account should Defenders request to exceed the caps set forth in paragraph 2A.

SECTION THREE
DEFENSE RESOURCES

A. Subject to the provisions of this Section, the County shall provide for the reasonable and necessary costs of defense resources, including expenses for:

(1) Investigator fees, other than mitigation investigations, not to exceed $75 per hour and not to exceed a total payment of $10,000, except as authorized in 3B.
(2) Transcription fees;
(3) Witness costs;
(4) Expert witness fees, as approved by the court;
(5) Fees for mental and physical examinations, as approved by the court;
(6) Defense counsel, investigator, and mitigation investigator travel costs at state rates; and
(7) Costs for voluminous copying of documents by an outside provider.

(It is understood that Mitigation Investigation Services will be provided by the Weber Public Defender Group's Forensic Social Work Division)

B. The caps stated in paragraph 3A(l) and 3A (2) are presumptive and any amounts in excess must have prior approval by the county. The necessity and reasonableness of these and any other expenses shall be determined and approved by the county before the expense is incurred and before a statement for reimbursement for those expenses may be submitted to the county.

C. Defenders shall submit statements for defense resource expenses to the County together with supporting documentation and such statements shall be processed with reasonable diligence.

D. In the event the Defenders, jointly or individually, receive payment from another source as reimbursement for defense costs in the representation of Defendant in this case, the Defenders shall reimburse the County for any consideration paid to the extent of such payments.

SECTION FOUR
STATEMENTS

A. Defenders shall submit invoices on a monthly basis clearly labeled as work on Doug Lovell Defense which sufficiently describe the services performed for which compensation is claimed, and such other information as may be reasonably required by

the County in order to properly review, evaluate, and process the statement.

B. The invoices shall detail the hours worked in 1/10th increments, which attorney performed the work, and provide a description of the work that was performed. The monthly invoices shall clearly indicate the total amount due to each attorney.

C. The invoices shall be submitted to the County via email or in a sealed envelope and shall not be made available to the division responsible for prosecuting the Defendant.

D. The County shall process any statements submitted by Defenders under this Agreement with reasonable diligence.

SECTION FIVE
INDEPENDENT CO-COUNSEL

A. Defenders are, individually and jointly, obligated by this Agreement to provide the legal defense services set forth in this Agreement. In the event of the inability or unwillingness of either Defender to represent or continue to represent Defendant, or the dismissal or withdrawal of either Defender, the remaining Defender shall continue to represent Defendant above as though the dismissal or withdrawal of co-counsel had not occurred. The County will take reasonable measures to engage successor lead or co-counsel as necessary to bring the defense team into compliance with the requirement in Rule 8(b), U.R.Crim.P., that the defendant have at least two attorneys.

SECTION SIX
WITHDRAWAL OR DISMISSAL OF COUNSEL

A. In the event of the inability of either Defender to represent Defendant in this case or in the event of court-approved dismissal or withdrawal of either Defender as defense counsel, the Defender who is dismissed or withdraws shall be entitled to compensation to the date of that dismissal or withdrawal.

B. Neither such withdrawal or dismissal nor the appointment of a substitute legal counsel for the Defender who has withdrawn or been dismissed will alter the obligations and entitlements, including compensation, of the remaining Defender or the obligation of the County to pay compensation to the remaining Defender under the terms of this Agreement.

C. An amendment to this Agreement shall be entered regarding the substitute legal counsel who shall be entitled to compensation only for services rendered from the time of appointment.

D. In the event lead counsel is dismissed or withdraws from representation of Defendant in this case and new lead counsel is appointed, the new lead counsel may, with the approval of the trial court:

(1) Select the appointment of new co-counsel, in which case, the new co-counsel will be compensated pursuant to this Agreement with the County and subject to the limitations set forth in paragraph 2A.

(2) Agree to the continuation of the current co-counsel.

E. If a new lead counsel selects the appointment of new co-counsel pursuant to Subsection 6D(1), the new co-counsel shall be compensated for services as provided above before the approval of withdrawal is entered by the trial court.

F. In the event of a withdrawal, dismissal, or appeal, Defenders agree to cooperate with any successor by filing all necessary pleadings for withdrawal and by delivering all applicable files, information, and materials to the successor.

SECTION SEVEN
QUALIFICATIONS

A. The Defenders verify that Julie George is and remains currently qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned and to continue to serve as defense counsel for an indigent charged with an offense for which the punishment may be death and that both Defenders remain attorneys in good standing with the Utah State Bar and licensed to practice law in the State of Utah.

B. The Defenders shall have an ongoing duty to report to the County if either defense counsel is no longer qualified, for whatever reason, to continue to represent Defendant in the case.

SECTION EIGHT
INDEPENDENT CONTRACTORS

A. Defenders are independent contractors providing professional legal services and are not employees of the State of Utah or the County and are therefore not entitled to any of the benefits of employment by those entities such as, but not limited to, retirement, health, or Workers Compensation coverage.

SECTION NINE
INDEMNIFICATION AND INSURANCE

A. The Defenders 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 Defenders.

B. The Defenders shall maintain such insurance as will cover both the Defenders and the County from any and all claims for malpractice, property damages, injuries, or death made by any person that may arise from the performance of this Agreement. The Defenders shall provide the County with appropriate current certificates of insurance as evidence of that coverage upon the execution of this Agreement.

C. The minimum coverage shall be Two Hundred Thousand Dollars ($250,000) per claim and Five Hundred Thousand Dollars ($500,000) aggregate.

SECTION TEN
ENTIRE AGREEMENT

A. This Agreement sets forth the complete agreement between the parties and may be modified only by a subsequent written instrument approved and signed by both parties. This Agreement shall be governed by the laws of the State of Utah.

SECTION ELEVEN
NOTICE

A. All notices to be given under this Agreement shall be delivered to the parties as follows:

(1) Notice shall be given to the Defenders at:

Julie George Attorney at Law
29 South State Street, #7
Salt Lake City, Utah 84111

David Ferguson
10 W 100 S Ste 700
Salt Lake City, UT 84101

(2) Notice shall be given to the County at:

James M. Retallick
Weber Public Defender Group
2380 Washington Blvd., Ste 100
Ogden, UT 84401

with a copy to:

Civil Division of the County Attorney's Office
2380 Washington Blvd., Ste 230
Ogden, UT 84401

SECTION TWELVE
NON-ASSIGNMENT

A. The Defenders may not assign this Agreement or their performance under it, in whole or in part, without the prior written approval of the County.

SECTION THIRTEEN
TERMINATION

A. The County, upon reasonable notice, may terminate this Agreement as a whole or in part in the event that the County no longer has a statutory obligation to provide legal services to Defendant, e.g. if Defendant is determined to no longer be indigent.

B. The County may terminate this Agreement at any time upon verification that the Defenders are no longer attorneys duly licensed to practice law in the State of Utah or if Julie George is not or is no longer qualified under Rule 8(b), Utah Rules of Criminal Procedure, to be assigned as lead defense counsel for an indigent charged with an offense for which the punishment may be death.

SECTION FOURTEEN
RECORDS AND REPORTS

A. The Defenders 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 Defenders under this Agreement. The Defenders shall, upon request, 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. Defenders shall not be required to submit attorney/client privileged or other privileged communications

B. Lead counsel shall submit a brief report to the Director each month during the term of this Agreement informing the Director of the status of the criminal proceedings.

C. A copy of all motions, memoranda, affidavits and supporting documentation shall be provided to the Director at the same time as those documents are submitted to the court. If the Director receives copies through the court filing system, that will satisfy this requirement.

IN WI1NESS WHEREOF this Agreement has been signed by the parties, on this ___day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
SHARON BOLOS

ATTEST:

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

Ricky Hatch, CPA
Weber County Clerk/Auditor

DEFENSE COUNSEL:

DATE: 12/5/25
JULIE GEORGE

DATE: 10/6/2025
DAVID FERGUSON

DIRECTOR:

DATE: 10/15/2025
JAMES M. RETALLICK