

## **AGREEMENT FOR PROSECUTING ATTORNEY SERVICES**

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 prosecuting attorney Gary Heward (“Heward”).

### **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 § 765202, Utah Code Ann.; and

**WHEREAS**, Weber County Attorney, Christopher F. Allred (“Allred”) and Chief Criminal Deputy Branden Miles (“Miles”) are overseeing the prosecution of this capital case on behalf of the State of Utah; and

**WHEREAS**, Heward is an attorney duly licensed to practice law in the State of Utah (“State”), is a retired prosecutor of the Weber County Attorney’s Office, and has significant experience related to the prosecution of Defendant’s case; and

**WHEREAS**, Allred and Miles have determined that Heward’s continued participation in the prosecution of this case is essential given Heward’s expertise and knowledge; and

**WHEREAS**, Heward is able and willing to undertake the assignment as a contract prosecutor and has no known conflicts of interest in representing the State of Utah in this matter; and

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

### **SECTION ONE SERVICES**

- A. Heward shall provide contracted legal services and representation to the State in all phases and proceedings in criminal case 921900407 in the Second Judicial District Court in and for Weber County, in which Defendant is charged with Aggravated Murder.
- B. Heward shall assist in the prosecution of Defendant and provide and perform all necessary and appropriate legal 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 posttrial proceedings before the trial court, including sentencing and any post plea or posttrial motions filed by either the State or Defendant.
- C. The services contemplated by this Agreement do not include any:
  - (1) Post plea or posttrial appeals to an appellate court.
- D. Heward shall perform the legal services in a professional and ethical manner in accordance with the Utah Rules of Professional Conduct and such other applicable law, rules, and standards. Heward 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.
- E. Heward agrees to report to Allred and Miles during the term of this Agreement. Heward shall, with reasonable promptness, inform the Allred and Miles of:
  - (1) Any pending or possible conflicts of interest that may exist as a result of the proposed representation of the State in the abovedescribed criminal case;
  - (2) Any circumstances which are likely to necessitate Heward's withdrawal from the case; or
  - (3) The intention Heward to withdraw from representation of the State.

## **SECTION TWO COMPENSATION**

- A. The County hereby authorizes payment of attorney fees at a rate of \$150 per hour for Heward's services. Payments may not exceed a total of \$56000 without a signed amendment to this Agreement authorizing additional funds.
- B. Compensation shall include any Utah State Bar licensing fees and necessary continuing education credits to maintain active status.
- C. The compensation to be paid shall be the sole consideration provided to Heward by the County for services under this Agreement.
- D. The parties have agreed there shall be no additional compensation for Heward without

the prior written approval of the County.

- E. In an effort to keep costs under this contract to a minimum, Heward shall utilize the Weber County Attorney's Office to assist with legal research and drafting. Whenever research or drafting will require more than an hour of Heward's time, he shall inform Allred and Miles of the task and associated deadline. Allred and Miles will then determine whether to have Heward continue, or to assign the matter to another attorney in the office.

### **SECTION THREE INVOICE STATEMENTS**

- A. Heward shall prepare and submit invoices that describe the services performed and total amount billed. Heward may, in his discretion, submit the invoices when he determines necessary during the term of the contract. He shall provide any additional information as may be reasonably required by the County to properly review, evaluate, and process payments.
- C. The invoices shall be submitted to the Weber County Attorney's Office.
- D. The County shall process any statements submitted by Heward under this Agreement with reasonable diligence.

### **SECTION FOUR MISCELLANEOUS**

- A. Independent Contractor. Heward is an independent contractor providing professional legal services and is not an employee of the County and is 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.
- B. Amendment. This Agreement sets forth the complete agreement between the parties and may be modified only by a subsequent written amendment approved and signed by both parties. This Agreement shall be governed by the laws of the State of Utah.
- C. Notice. All notices to be given under this Agreement shall be delivered to the parties as follows:
  - (1) Notice shall be given to Heward at:

Gary Heward  
hewardgary195@gmail.com

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

Christopher F. Allred  
Weber County Attorney's Office  
2380 Washington Blvd., Ste 230  
Ogden, UT 84401

- D. Assignment. Heward may not assign this Agreement or his performance under it, in whole or in part, without the prior written approval of the County.
- E. Termination. Either party may terminate this Agreement for any reason upon a fourteen-day notice. Heward shall be compensated for any hours worked prior to the termination.
- F. Records. Heward shall maintain such records and accounts as may be deemed reasonable and necessary to assure a proper accounting for all compensation and reimbursements paid under this Agreement. Heward 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. A copy of all motions, memoranda, affidavits and supporting documentation shall be provided to the County at the same time as those documents are submitted to the court.
- H. Continuity of Services. Heward shall communicate with Allred and Miles regularly to inform them of the status of the criminal proceedings. In the event Heward is unable to continue representation due to illness, incapacity, or other cause, he shall cooperate to ensure a smooth transition of the case to substitute counsel, including transfer of all files, records, and work product.

IN WITNESS WHEREOF this Agreement has been signed by the parties, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Sharon A. Bolos, Chair

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Bolos voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

ATTORNEY

  
\_\_\_\_\_  
Gary Heward

Date \_\_\_\_\_ September 16, 2025 \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_