

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT – SPECIAL CONFLICT COUNSEL**

This agreement is made effective the ___ day of October, by and between Weber County Corporation, a body politic and political subdivision of the State of Utah (“County”) and Colleen Coebergh (“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.(UCA),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, County is in need a special conflict counsel in Case # 231902434 in connection with an 11 Defendant RICO action filed by the Weber County Attorney’s Office;

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 and able to represent Defendant in the above referenced case and appears to be conflict free with the other Co-Defendants;

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. **District Court:** Attorney agrees to provide effective and competent representation to Defendant in case #231902434 who is charged with a felony in the Second District Court (Ogden) who is deemed indigent by the court and pursuant to UCA 78B-22-202 et seq. Attorney will represent Client in all criminal matters before the court including scheduling conferences, hearings, trials, probation violation hearings, restitution hearings, interlocutory appeals and all other related criminal matters in District Court to ensure effective and competent representation.
2. Attorney shall to promptly notify the Court and the Director of any changes with regard to the indigent status of Client which would affect the qualifications of Client for court-appointed counsel.
3. Attorney agrees to provide the Director with various caseload information on a monthly basis in a format approved by the Director. Attorney will use Defender Data, or other

software and any forms that may be required by Director, as a means of tracking and reporting various information about Attorney's assigned case. Information shall be provided to designated office staff for input into defenderData.

4. Attorney shall notify Director whenever attorney receives written notice from the Utah State Bar Association regarding any bar complaint and/or investigation involving Attorney and shall keep Director informed of the progress and resolution of said complaint. A suspension and/or disbarment of Attorney's license to practice law is grounds for immediate termination of this contract.
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. Attorney will immediately communicate with Director regarding any complaints that are lodged by anyone against Attorney and work diligently to resolve any such complaints.
6. Attorney will be responsible for maintaining and storing any digital case files during the term of this contract as well as scanning any paper files once they are closed and destroying the hard copy of the file. Attorney agrees to cooperate with Director in transferring the digital copies of closed files to Director.
7. Attorney will assist Director in the development of a list of court-approved expert witnesses and make diligent efforts to utilize only those expert witnesses found on such list. If Attorney feels it necessary to utilize an expert witness who is not on the approved list, Attorney agrees to consult with Director before making any such request.
8. Upon request, Attorney shall submit to Director an electronic copy of any motion, memoranda, appellate brief, court report, or any other such report pertaining to Attorney's Client under this Agreement.
9. Attorney agrees to use his/her best efforts to avoid any conflicts of interest, which would divide loyalty of Attorney to Client. 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

10. 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).
11. Attorney agrees to keep abreast of all current legal trends in the area of criminal defense necessary to provide effective and competent representation of Client. 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.

12. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with Client. Attorney shall have access to the client meeting rooms and the conference room at the WPDG Office upon reasonable scheduling with office personnel. Attorney will be reasonably accessible to all Client, make reasonable efforts to visit Client who are incarcerated, and to return telephone calls as soon as reasonably possible.

SECTION THREE COVERAGE

13. Attorney shall attend all regularly scheduled court hearings, unless other arrangements for appearance have been made.
14. 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 Client appointed under this Agreement.

SECTION FOUR COMPENSATION

1. The County hereby authorizes payment of attorney fees at a rate of \$125 per hour which shall be the sole consideration provided to Attorney by the County for services provided under this Agreement.
2. 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. Upon request, the WPDG will print out discovery, letters to client and other documents and deliver them to Client at the Weber County Correctional Facility. Attorney shall be responsible for the delivery to any other location other than the WCCF.
3. Time spent by an attorney or staff regarding the preparation, clarification, or interpretation of invoices or of this contract is considered a general office expense and shall not be billed to the County.
4. The Parties have agreed that the fee amount set forth in this Agreement is reasonable and there shall be no additional compensation for the Attorney without the prior written approval of the County.
5. Attorney shall submit invoices on a monthly basis that 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 invoice.

6. Invoices shall detail the hours worked in 1/10th increments and provide a description of the work that was performed. The monthly invoices shall clearly indicate the total amount due.

SECTION FIVE INSURANCE

26. 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.
27. 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 SIX REIMBURSEMENT OF EXPENSES

28. County has established an indigent expense fund (“Expense Fund”) which may be used by all attorneys representing indigent defendants in the County. The Expense Fund may only be used for those expenses that are *necessary to provide an effective defense*. Appropriate expenses include laboratory costs, fees to obtain transcripts, defense witness and expert fees, and interpreter fees. Attorney will bear all other expenses in providing the services contemplated herein, including transportation, office costs, telephone, postage, copying, scanning, and secretarial costs.
29. Before Attorney may access any of the funds from the Expense Fund, Attorney shall first consult with Director. If the Director agrees that the expense is necessary to provide an effective and competent defense, Director shall notify the Civil Division of the County Attorney’s Office (“Civil Division”) of the intent to expend funds if the initial commitment exceeds \$5000.00. If the Civil Division does not agree that the expense is necessary to provide an effective defense, Attorney shall make application for approval of the funds from the court in the form of a written motion and shall specify the reasons for the expense. A copy of the motion shall be provided to the Civil Division at the time said motion is submitted to the court.
30. Any expense incurred by Attorney that is not previously approved by the County or the court, or in excess of that approved by the County or the court, shall be the sole responsibility of the Attorney.
31. While ensuring that Attorney’s Client receive an effective and competent defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses to be deducted from the Expense Fund. 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.

32. For expenses that are approved in advance by the County or ordered by the court, Attorney shall submit the invoices or statements for expense reimbursements, together with supporting documentation to Director within 14 days of receipt.
33. Request for investigator services shall be made to and approved by Director.

SECTION SEVEN TERM AND TERMINATION

34. The term of this Agreement shall be from the date of hire to the final resolution of this particular case: whether that is through a dismissal, a plea negotiation and sentencing or verdict and sentencing following a trial. If Defendant wishes to appeal the final outcome of this case, Attorney shall file a notice of appeal and inform Director immediately of the appeal.
35. This Agreement may be terminated by Attorney or County without cause upon 60-days written notice to the other Party.
36. 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 that brings disrepute to the WPDG, other contract attorneys or to the County.
37. 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 by Attorney to cure the breach or violation within the specified period shall be submitted to Director. After an investigation Director shall issue a proposed resolution, recommending termination, or other disciplinary action short of termination. The attorney against whom the recommendation is made has 48 hours to accept or reject the recommendation. Failure to accept or reject the recommendation within 48 hours shall be deemed acceptance of the recommendation. If the attorney rejects the recommendation said Attorney may appeal the decision to a committee consisting of division chiefs, supervisors and at least one contract and one full time attorney. The majority decision of the committee shall be final and not subject to appeal.
38. In the event this Agreement is terminated or is not renewed, Attorney agrees to cooperate with his/her successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.

**SECTION EIGHT
MISCELLANEOUS**

39. 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:

Colleen Coebergh
29 South State Street, #7
Salt Lake City, UT 84111
801-364-3300

40. Appeal. 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 contact the Director to transition and turn over all relevant records within Attorney's possession or control to Appellate Counsel.
41. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
42. 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.
43. 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.
44. 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.
45. 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 _____
Gage Froerer, Chair

Date _____

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

ATTEST:


Ricky Hatch, CPA
Weber County

ATTORNEY

By 
Colleen Coebergh

Date 10/3/2023

PUBLIC DEFENDER DIRECTOR

By 
James M. Retallick

Date 10/03/2023