

RESOLUTION 26-03

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL

APPOINTING A PUBLIC DEFENDER FOR THE COURT

WHEREAS, Anders Christensen has served as South Weber's public defender for six years but has recently changed firms and is no longer available; and

WHEREAS, Murphy & Murphy Law serves as public defenders for multiple courts and is willing and able to add South Weber to their schedule; and

WHEREAS, Murphy & Murphy Law, LLC is well respected and employs capable attorneys licensed to practice in the state of Utah and operates in Davis County;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Appointment: Murphy & Murphy Law, LLC is hereby appointed to serve South Weber Justice Court as the public defender as outlined in the contract attached as **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 27th day of January 2026.

Roll call vote is as follows:		
Council Member Halverson	<input checked="" type="radio"/> FOR	AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	AGAINST
Council Member Davis	<input checked="" type="radio"/> FOR	AGAINST
Council Member Winsor	<input checked="" type="radio"/> FOR	AGAINST


Rod Westbroek, Mayor


Attest: Lisa Smith, Recorder

PUBLIC DEFENDER AGREEMENT

This **PUBLIC DEFENDER AGREEMENT** (“Agreement”) is executed between **SOUTH WEBER CITY**, a body corporate of the State of Utah (“City”), and **MURPHY & MURPHY LAW, LLC** (“Defender”), on January 27, 2026.

RECITALS

WHEREAS, the City seeks to hire a public defender to represent indigent defendants; and

WHEREAS, Defender is a firm with qualified, trained, and competent attorneys, licensed to practice law in the State of Utah and willing to enter this Agreement with the City to perform the necessary legal services for indigent defendants.

AGREEMENT

NOW THEREFORE, for valuable consideration, including the mutual covenants, agreements, and representations herein, the receipt of which is acknowledged by the parties, the City and Defender agree as follows:

SECTION 1: CONSIDERATION

1.1. Services. Defender shall perform for the City services as legal counsel for indigent defendants per Section 2 (“Services”).

1.2. Compensation. In exchange for the Services, the City shall pay Defender as follows:

- a. Basic Case.** \$175.00 per case assigned during the term of this Agreement until disposition, at which point representation shall be withdrawn.
- b. Trials.** \$350.00 total per case which results in a trial.

1.3. City Expenses. The City shall pay—either directly or through reimbursement—reasonable litigation-related expenses, including witness fees and discovery-related costs.

SECTION 2: SERVICES

2.1. Defender’s Duties. Defender shall perform the duties required under Utah law concerning the representation of any indigent criminal defendants assigned to Defender by South Weber Justice Court during the term of this Agreement.

2.2. Competence; Professionalism. Defender shall devote the necessary time and resources to perform the Services in a competent manner and do so in accordance with

the Utah Rules of Professional Conduct, any applicable standards adopted by the Utah Indigent Defense Commission, and laws governing the practice of public defense in Utah.

2.3. Recordkeeping. Defender shall maintain adequate and proper records for the representation of each assigned defendant and provide invoices to the court monthly.

2.4. Accessibility. Defender shall communicate with and be available to indigent clients as is reasonably necessary. This includes reasonable efforts to visit or call incarcerated, hospitalized, or otherwise confined clients.

2.5. Workload. Defender shall not incur a workload that could compromise the quality of the Services, Defender's representation, the client's interests, or any professional obligations.

2.6. Obligations; Associates; Assignment. If Defender enters any public defender contract or other work obligation beyond this Agreement, Defender shall ensure that such does not interfere with Defender meeting their obligations under this Agreement. Defender shall actively supervise and monitor the performance of any associate attorneys or legal assistants to ensure compliance with the terms of this Agreement and applicable law. Defender may not assign Defender's interests or obligations in this Agreement without the prior written consent of the City.

2.7. Transfer of Ongoing Cases at Termination. Upon the termination of this Agreement per Section 7, Defender agrees, for no additional compensation, to cooperate with the City in transferring all ongoing cases to an incoming public defender and to continue representation in the ongoing cases until such transfer is complete.

SECTION 3: OFFICE LOCATION; LEGAL COMPLIANCE

3.1. Office. Defender shall maintain an office in Davis County to perform the Services and shall notify clients of the location and contact information of the office within a reasonable time following their assignment.

3.2. Legal Compliance. Defender shall abide by all federal, state, and local laws during the term of this Agreement.

SECTION 4: CONFLICTS OF INTEREST

4.1. Withdrawal. Defender shall arrange with the assigning court for withdrawal from cases where a legal conflict of interest—as described in [U.C.J.A. Rule 13-1.07](#)—exists.

4.2. Disclosure. Defender shall promptly disclose to the Client, in writing, any actual conflict of interest or any circumstance that Defender reasonably believes may constitute a conflict of interest under applicable law, court rule, or the Utah Rules of Professional Conduct. Such disclosure shall be made as soon as the conflict becomes known and shall include sufficient information to permit the Client to evaluate the nature

and materiality of the conflict and to determine whether remedial action, including withdrawal or substitution of counsel, is required.

4.3. Disqualification – Costs of Substitute Counsel. If Defender is disqualified from representing an indigent defendant due to Defender's actions or circumstance that Defender was or should have been aware of, Defender shall arrange for substitute Counsel with the same compensation as outlined in this Agreement.

SECTION 5: TERM OF AGREEMENT

5.1. Term. The term of this Agreement (“Term”) is January 27, 2026, to December 31, 2028.

5.2. Renewal. Following the Term’s expiration, this Agreement shall automatically renew for successive one-year terms beginning January 1 of each year, unless either party provides the other written notice of nonrenewal prior to the applicable renewal date.

SECTION 6: TERMINATION

6.1. For Cause. Either party may terminate this Agreement for cause by providing seven calendar days written notice. The Agreement shall terminate at the end of the seven-day period. Cause to terminate includes failure to comply with the terms of this Agreement.

6.2. For Convenience. Either party may terminate this Agreement without cause by giving the other party 90 calendar days written notice. The Agreement shall terminate at the end of the 90-day period.

6.3. Discipline. If disciplinary action is taken against Defender, City may terminate this Agreement immediately without notice.

6.4. Transition. Following termination of this Agreement, Defender shall cooperate with the City to transition cases and materials to a successor public defender per Section 2.8.

SECTION 7: MISCELLANEOUS

7.1. Independent Contractor. Defender is an independent contractor of the City. Associate attorneys and legal assistants described in Section 2.7 and any other agent, employee, or associate of Defender shall not be deemed an agent, employee, or other associate of the City.

7.2. Notice. Any notice required by this Agreement shall be given in writing addressed to the following:

FOR THE CITY:
Court Administrator
1600 E South Weber Drive

FOR DEFENDER:
Murphy & Murphy Law
PO Box 15

1600 E South Weber Drive
South Weber, UT 84405

PO Box 15
Kaysville, UT 84037

7.3. Enforcement Costs. If either party defaults on this Agreement, the defaulting party shall pay all costs and expenses—including reasonable attorney fees—incurred by the non-defaulting party from seeking remedy for breach or enforcement of the Agreement.

7.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

7.5. Incorporation. The above Recitals are incorporated in this Agreement.0

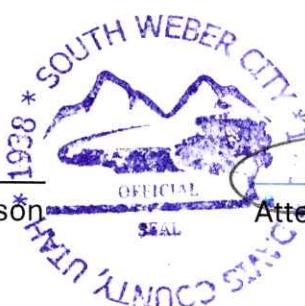
7.6. Indemnification. Defender shall hold harmless the City and its officers, employees, independent contractors, and other agents from any claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorney fees) arising out of or related to this Agreement, including Defender's performance of or Defender's associates' involvement in the Services.

7.7. Merger. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, understandings, and agreements, regardless of format.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first written above:

South Weber Justice Court


Court Administrator David Larson



Attest, City Recorder Lisa Smith 

Murphy & Murphy Law, LLC

Title