

8/1/05
Division of Purchasing



Contract # 251755
(Assigned by the Div. of Purchasing
or by the Div. of Finance)

This information sheet is to be used
if you are not using the Standard
Contract Agreement.

STATE OF UTAH CONTRACT INFORMATION SHEET

This contract is entered into as a result of:

- ☐ The procurement process on Bid /RFP # _____
- ☐ The procurement process on Requisition # _____ FY _____
- ☐ Pre-approved sole source (approval attached) # _____
- ☐ Agency grant, land purchase, DAS-Purchasing delegation
- ☐ Contract with other state agency or political subdivision
- ☐ Under \$5,000 (total amount for contract period and agency processed bid)
- ☒ Agency exemption from DAS-Purchasing approval
- ☐ Revenue agreement

1. Department Name: ATTORNEY GENERAL
Division: Tax
Agency Code: 80

2. Contractor Name: Fabian Vancott

3. General Purpose of Contract:

Legal services

4. Contract Period: Effective Date: 02/14/2025 Termination Date: 02/28/2030

5. Renewal Options: _____ years

6. Total Authorized Amount: 250,000.00

7. Vendor #: VC0000110323

8. Commodity Code(s): 96150

Agency contact for questions during the contract approval process.

David Kindlespire
Agency Contact

801-837-5769
Phone Number

Fax Number

PROFESSIONAL PERSONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made effective February 14, 2025 by and between the Office of the Attorney General of the State of Utah ("Attorney General"), P.O. Box 140857, Salt Lake City, Utah 84114-0857 and Fabian Vancott (hereinafter "Law Firm").

RECITALS

WHEREAS, the Attorney General has the responsibility of providing legal representation for the State of Utah in connection with the matters referred herein; and,

WHEREAS, the Attorney General is representing a department of the State of Utah, the Utah Insurance Department ("UID"), in a pending consolidated proceeding before the Utah Insurance Department; and

WHEREAS, the Attorney General requires the advice and assistance of a law firm that has experience in complex insurance litigation; and

WHEREAS, Law Firm has represented that it has expertise and other qualifications to address the Attorney General's needs; and

WHEREAS, the standard procurement process may be waived or may not be applicable under Utah law including Utah Code § 63G-6a-803 and Utah Administrative Code R105-1 and R33-108-401 in the case of an emergency; and

WHEREAS, the Attorney General's Office has determined pursuant to Utah Code § 63G-6a-803 and Utah Administrative Code R105-1 and R33-108-401 that it requires the assistance of outside counsel to mitigate negative impacts on the public welfare and protect the legal interests of UID as described in a memorandum dated February 14, 2025; and

WHEREAS, Attorney General Administrative Code R105-1-3 provides for engaging outside legal counsel where the Attorney General has determined that the procurement is in the best interests of the state, in light of the available resources of the Attorney General's Office, which does not presently have sufficient manpower to handle insurance litigation of the current nature and complexity; and,

WHEREAS, the Office of the Attorney General is aware of, and will comply with, its obligations set forth in R105-1-10 to oversee and control the activities of outside counsel, etc.

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the parties agree as follows:

1. **Employment of Law Firm.** The Attorney General hereby retains the Law Firm to advise and assist the Attorney General and UID with a pending consolidated proceeding before the Utah Insurance Department and any related actions, in any tribunal. The Law Firm's advice, assistance, and representation is subject to the Attorney General's ultimate direction and approval as described in Utah Administrative Code R105-1-10, here, and in Exhibit A.

The Law Firm will assist the UID attorneys in the Office of the Attorney General to represent UID in a pending consolidated proceeding before the Utah Insurance Department and any related actions, in any tribunal. This assistance is anticipated to include preparation and filing of pleadings, motions, memoranda, briefs, and other documents, handling of depositions and discovery matters, representation at hearings, trials, and other appearances, and any negotiations. The Law Firm will work with the UID attorneys in the Office of the Attorney General to assign tasks in a manner that reflects each party's time and expertise, and supports a cost effective handling of the aforementioned matters. In case of conflict between UID and the Attorney General, the Law Firm shall take final direction from the Attorney General.

The Law Firm will meet with and submit interim reports to the Attorney General and upon request, regarding the nature, progress, and extent of the legal services, as well as any forecast that may be reasonably made regarding the cost, nature, and extent of the work yet remaining.

The Law Firm accepts the foregoing employment and agrees to discharge the duties involved in such employment under the terms and conditions of this Agreement.

2. **Compensation.** Subject to the following paragraph 3, the Attorney General agrees to pay the Law Firm for its reasonable services rendered hereunder at the hourly rates shown for the attorneys and other personnel shown on Exhibit A, attached hereto and incorporated herein by reference.

3. **Monthly Billings.** The Law Firm shall submit monthly billings for its fees and costs hereunder to the Office of the Attorney General, Attn: Perri Babalis and Diane Stevens, P.O. Box 140874, Salt Lake City, Utah 84114-0874, by the 15th of the month following the month for which services were billed. The Law Firm shall, in the alternative, e-mail the statements to pbabalis@agutah.gov and dianestevens@agutah.gov. Monthly billings submitted more than 15 days following the end of the month in which the services were rendered or costs were incurred may be subject to substantial delay in payment. The Law Firm understands and agrees that although it is retained by the Attorney General, the Law Firm shall be paid from funds or accounts identified by the Utah Insurance Department and the Attorney General shall not be liable for payment from its budget unless expressly provided in writing.

4. **Limitation on Services Provided.** The Law Firm agrees that decisions regarding the scope, extent, and breadth of the representation shall remain with the Attorney General. In addition, the Law Firm recognizes that unless additional funding is made available, and agreed to by the parties, the fees and costs chargeable under this Agreement shall not exceed the financial requirements stated in Exhibit A.

5. **Records and Files.** The Law Firm agrees to maintain pleading, correspondence, and evidentiary files in connection with the aforementioned matters and agrees to maintain records in accordance with generally accepted accounting procedures which properly reflect all expenditures of any nature that are necessary for the performance of this Agreement. While all such files, records, books, and other documents shall be and are confidential and constitute the work product and proprietary materials of the Law Firm, each and all of said files, records, books and documents shall be made available for inspection by the Attorney General upon reasonable request.

6. **Indemnification.** The Law Firm agrees to protect, indemnify and save harmless the Attorney General, UID, and State of Utah and their agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising out of or in any way connected with the performance of this Agreement, and arising, in whole or in part, out of the negligence or fault of the Law Firm. The Law Firm's duty to pay a judgment under this indemnification provision shall be limited to the Law Firm's proportionate share of comparative fault. The Law Firm shall defend the Attorney General, UID, the State of Utah and their employees from all claims covered by this indemnification provision and shall pay its proportionate share of all costs and expenses incidental thereto, but the Attorney General shall have the right, at its option, to participate in the defense of any such suit without relieving the Law Firm of any obligation hereunder.

7. **Termination.** The Attorney General may, at any time, terminate this Agreement immediately upon written notice. In the event of the termination of this Agreement, Law Firm shall be compensated only for fees and costs earned and incurred up to and including the date of termination. If the Law Firm thereafter expends additional time and incurs costs relative to the transfer of the case and its materials as directed by the Attorney General, the Law Firm will be compensated for such reasonable time and costs incurred.

8. **Independent Contractor Status.** Compensation paid to the Law Firm as specified hereunder shall be total compensation for its services. The Law Firm is retained as an independent contractor and is responsible for withholding taxes, FICA, and payments to associates, paralegals, clerical assistants, and others from the compensation paid hereunder.

9. **Conflicts of Interest.** The Law Firm shall immediately notify the Attorney General in writing of any conflict of interest which may exist or hereafter arise as a result of the representation and services furnished by the Law Firm hereunder. The Law Firm shall not proceed until a written resolution of such conflict, signed by the Attorney General, is accomplished. The Law Firm has disclosed to the Attorney General the following matters as to which it is agreed that no conflict of interest is presented:

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Except for termination under paragraph 7, this Agreement may not be amended except by an instrument in writing signed on behalf of all parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect, by laws of the State of Utah.

11. **Photocopies.** Photocopies of this Agreement shall have the same force and effect as the original.

UTAH ATTORNEY GENERAL'S OFFICE

Mark E. Burns

By: Mark E. Burns
Title: Civil Deputy, Utah Attorney General's Office

FABIAN VANCOTT

By: *Jean M. Andrews*
Title: *Director / Chief Operations Officer*
Date: *2/14/25*

RECEIVED AND PROCESSED 2/19/25
BY DIVISION OF FINANCE

EXHIBIT "A"

1. The Law Firm hereby represents to UID and the State that the following qualifications and circumstances accurately state the Law Firm's qualifications for the work: that the Law Firm has expertise in insolvency, receiverships, and assignments for the benefit of creditors both pre and post-petition (bankruptcy and receivership); has the capacity to readily provide representation to the Attorney General in a consolidated administrative action pending at the Utah Insurance Department and any related actions, in any tribunal; that the Law Firm lacks conflicts; and that the Law Firm has the general capacity to handle imminent legal actions, including complex matters that may arise in the above-referenced actions.
2. The Law Firm shall perform the scope of employment stated in paragraph 1 of the Agreement by observing the following:
 - a. The Law Firm shall obtain prior written approval for significant work tasks from the Attorney General.
 - b. The Law Firm shall provide for clear communications between the Law Firm, the Attorney General, and UID concerning the Law Firm's work.
 - c. From time to time the Law Firm shall provide to the Attorney General an estimate of potential fees, costs, and work tasks for the coming months; a listing of work tasks and the fees and costs and any follow up information that may be requested.
 - d. The Law Firm shall manage its resources to provide the most suitable expertise for the task at hand and shall help the Attorney General obtain effective services at a reasonable price for those services.
 - e. The Law Firm shall maintain insurance adequate to provide for the obligations stated in this Agreement.
 - f. In case of conflict between UID and the Attorney General, the Law Firm shall take final direction from the Attorney General.
3. The Law Firm's monthly invoices shall include the following:
 - a. The Law Firm's monthly invoices shall state descriptions of hours worked and fees billed in the Law Firm's standard billing format using the rates, and limited to the people, set forth below.
 - b. In each monthly invoice, the Law Firm shall provide totals for individual tasks (if billing for more than one task) and for the statement as a whole, and shall show the sum of all amounts that the State has been paid to Law Firm to the invoice date since the Agreement began.
 - c. The Law Firm shall obtain the Attorney General's prior written approval for travel other than from Law Firm's offices to or from the presiding courthouse (except in cases of emergency to protect the client's best interests), and the Law Firm shall not pay luxury or other excessively expensive fares for airlines, hotels, or other incidents of travel.

- d. No expenditures for food or beverages will be reimbursed except for working lunches in a reasonable amount as may be necessary.
- e. If the Law Firm desires to include in an invoice the cost of any services or products in connection with this Agreement, the Law Firm shall first obtain the Attorney General's prior written approval to include them. The Law Firm shall obtain approval for separately billing any of the firm's services at the commencement of this Agreement.
- f. The Law Firm recognizes that unless additional funding is made available, and agreed to by the parties by written amendment to this contract, the fees and costs chargeable under this Agreement shall not exceed \$250,000.
- g. The following persons are authorized to provide labor for this Agreement at the following billing rates, and the Law Firm has noted below who will be lead counsel for this Agreement. The Law Firm shall not change lead counsel or other key attorneys without prior consultation with the Attorney General:

Lead Attorney: Scott Lilja, \$550 per hour

Partner: David Billings, \$440 per hour

Partner: Sarah Vaughn, \$400 per hour

Associate Attorney: Jackie Rosen, \$260 per hour

Paralegal: Cheryl Buehler, \$180 per hour

- 4. The following individuals are contact persons for the organizations named below for the purposes described under this Agreement, and they may be contacted using the information provided below. Notices given hereunder are effective upon receipt when delivered by overnight carrier or by email with confirmation of receipt, or three days after deposit in the U.S. mail.

Attorney General's Office: Mark Burns, Utah Attorney General's Office, 801-673-3310

Law Firm: Scott Lilja, Fabian Vancott, 801-574-2652