

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
DISTRICT COURT**

This agreement is made effective the 1st day of November, 2021, by and between Weber County, a body politic and political subdivision of the State of Utah (“County”) and Jason R. Widdison (12“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 Title 78B, Chapter 22 Utah Code Ann., 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, 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 to represent indigent persons in the Second District Court DUI court when appointed by the Court;

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. **DUI Court:** Attorney agrees to represent participants that are accepted into the DUI Court program in the Second District Court. Attorney agrees to ensure participant’s constitutional rights are protected, to counsel participants regarding their voluntary participation, to explain the requirements and possible sanctions for failing to meet the requirements of the program, and to represent them in any termination hearings. Attorney agrees to attend staffing meeting before court begins and offer input on ways to help defendants obtain needed treatment and meet other needs in order to avoid recidivism.
 - b. **Kristilynn Thompson, Case No. 181900952:** Attorney has been representing Kristy Thompson for several years and has established a good working relationship with Kristy. Kristy is currently receiving treatment in the state hospital and has a competency hearing scheduled for the middle of November 2021. Attorney agrees to continue representing Kristy through the competency hearing. If Kristy is found competent, Attorney will withdraw from the case and allow one of the county’s contract attorneys to take over representation. If Kristy is not found competent, Attorney will continue to represent Kristy until the case is

dismissed or otherwise resolved.

2. Attorney agrees to promptly notify the court of any changes with regard to the indigent status of any Clients which would affect the qualifying of the Clients for court-appointed counsel.
3. Attorney agrees to be supervised by an attorney who has been hired by County to act as the coordinating attorney (“Coordinating Attorney”) and to accept assignments from said Coordinating Attorney to cover specific court calendars and other hearings as necessary.
4. Attorney agrees to provide the Coordinating Attorney with various caseload information on a monthly basis in a format approved by the Coordinating Attorney. Attorney will use Defender Data, or other software that may be required by the County, as a means of tracking and reporting various information about Attorney’s assigned cases.
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 to the Coordinating Attorney any complaints that are lodged by anyone against Attorney and work diligently to resolve any such complaints.
6. Attorney will be responsible for scanning any paper files once they are closed and destroying the hard copy of the file. In the event that Attorney fails to scan closed paper files and destroy the hard copies, County may withhold the costs for doing so from Attorney’s paycheck. Attorney agrees to cooperate with Coordinating Attorney in transferring the digital copies of closed files to the Coordinating Attorney.
7. Upon request, Attorney shall submit to the Coordinating Attorney an electronic copy of any motion, memoranda, appellate brief, court report, or any other such report pertaining to Attorney’s Clients under this Agreement.
8. Attorney agrees to use his/her best efforts to avoid any conflicts of interest, which would divide loyalty of Attorney to Clients. 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.

SECTION TWO CONDUCT

9. If at any time Attorney’s caseload becomes sufficiently burdensome to create an ineffective assistance of counsel issue or could cause the attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify the Coordinating Attorney and determine a proper course of action to remedy the situation. Resolution may include but not be limited too, reassigning a case or cases; assigning an additional

attorney for complex cases; reducing or eliminating private practice matters, or other solutions.

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 and to maintain sufficient continuing professional education credits during the period of this Agreement.
12. Throughout the term of this Agreement, Attorney agrees to maintain access to an office within Weber County where Attorney can meet with Clients. Attorney agrees to be reasonably available and accessible to all Clients, to make reasonable efforts to visit clients who are incarcerated, and to return telephone calls as soon as reasonably possible.

**SECTION THREE
COVERAGE**

13. When Attorney will miss his/her regular court assignment due to trial, vacation, seminar, etc., Attorney shall arrange with another contract attorney to cover Attorney's court.
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 Clients appointed under this Agreement.

**SECTION FOUR
COMPENSATION**

15. County agrees to pay Attorney the following amounts annually:

Basis for Amount	Amount
DUI Court	\$6,500
Total	\$6,500

Payment shall be made to the Attorney in equal monthly installments of \$541.67 per month. The first installment is due before the end of November 2021 and a like sum on the last day of each month thereafter until this agreement expires or is terminated.

County agrees to pay Attorney at the rate of \$125 per hour for services provided in the Kristy Thompson case. Attorney agrees to submit invoices for payment to the Civil Division of the Weber County Attorney's Office no more than three months after the

work detailed in the invoice was completed. County reserves the right to refuse payment for any work that was performed more than three months prior to the submission of the invoice.

SECTION FIVE INSURANCE

16. 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.
17. 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

18. 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 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.
19. Before Attorney may access any of the funds from the Expense Fund, Attorney shall first consult with the Coordinating Attorney. If the Coordinating Attorney agrees that the expense is necessary to provide an effective defense, Attorney shall notify the Civil Division of the County Attorney’s Office (“Civil Division”) of the intent to expend funds. 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.
20. 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.
21. While ensuring that Attorney’s Clients receive an effective and reasonable 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, the Attorney shall apply in writing to the Weber County Clerk/Auditor for approval of additional funds.

- 22. 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 the Civil Division.
- 23. The County has investigators under contract to provide investigative services for indigent defense attorneys. Any requests for investigative services shall be submitted to those contracting investigators unless otherwise approved in advance by the Coordinating Attorney and the County.

**SECTION SEVEN
TERM AND TERMINATION**

- 24. The term of this Agreement shall be from November 1, 2021 through December 31, 2024.
- 25. Attorney or County may terminate this Agreement without cause upon 7-days written notice to the other Party.
- 26. 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**

- 27. Notice. Any notice required by this Agreement shall be given in writing addressed to the following unless otherwise designated in writing.

FOR THE COUNTY:

Weber County Attorney
Civil Division
2380 Washington Blvd., Suite 230
Ogden, UT 84401

FOR THE ATTORNEY:

Jason R. Widdison
470 24th Street, Suite 202
Ogden, UT 84401
jason@bwlegaladvocates.com

- 28. 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 Coordinating Attorney to transition and turn over all relevant records within Attorney's possession or control to Appellate Counsel.
- 29. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.

30. Assignment. Attorney may not assign this Agreement or his performance under it, in whole or in part, without the prior written approval of the County.
31. 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.
32. 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.
33. 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 _____
James "Jim" Harvey, Chair

Date _____

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County

ATTORNEY

INDIGENT DEFENSE COORDINATOR

By _____
Jason R. Widdison

By _____
Michael D. Bouwhuis

Date _____

Date _____