

**WEBER PUBLIC DEFENDER GROUP
AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
SECOND DISTRICT JUVENILE COURT**

This agreement is made effective the 1st day of November 2025, by and between Weber County, a body politic and political subdivision of the State of Utah (“County”) and the Utah Juvenile Defender Attorneys, LLC (“Contractor”). County and Contractor 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 qualified indigent person who faces the substantial probability of deprivation of his or her liberty; and,

WHEREAS, pursuant to Chapter 6 of Title 78A, Utah Code Ann. (1953, as amended) and other corresponding provisions and appellate court decisions, County has the obligation to provide legal counsel in juvenile delinquency and contempt proceedings; and

WHEREAS, Contractor employes attorneys who are active members of the Utah State Bar Association in good standing and admitted to practice law before the courts of the State of Utah; and,

WHEREAS, Contractor is willing to assign attorneys to represent indigent persons in the Second District Juvenile Court when appointed by the Court and/or assigned by the Director of the Weber Public Defender Group (WPDG);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

**SECTION ONE
SERVICES**

1. Contractor shall fulfill the following specific assignments:

- a. **Second District Juvenile Court:** Contractor agrees to provide competent and effective legal counsel to any person facing legal action and who is appointed as counsel by the Second District Juvenile Court and/or Director of WPDG, and who are found to be indigent pursuant to Utah Code §78B-22-202 (“Clients”). Contractor will represent Clients in all matters before the court including scheduling conferences, hearings, trials, probation violation hearings, restitution hearings, Notices of Appeals and all other substantive matters to ensure effective and competent representation.

2. Contractor agrees to promptly notify the court of any changes regarding the indigent status

of any Clients which would affect Clients' qualification for court-appointed counsel.

3. Contractor agrees to be supervised by Director, and/or his/her designee and to accept assignments from said Director to cover specific court calendars and other hearings as necessary.
4. Contractor shall assign and maintain one or two qualified juvenile-defense attorneys and support personnel sufficient to handle the assigned caseload. Substitution of the assigned attorneys requires prior approval from the Director.
5. Contractor agrees to provide Director with caseload information on a monthly basis in a format approved by the Director. Contractor will use defenderData™ (dD), or other software that may be required by Director, as a means of tracking and reporting various information about Contractor' assigned cases.
 - a. Contractor will ensure that all assigned cases are properly opened in dD and will ensure the following information is recorded therein: charges, client contact information (specifically cell numbers); and, whether an investigator, expert witness or the FSW team was utilized in the case.
 - b. Contractor will also ensure that all cases are closed after original sentencing and after sentencing on probation violations. This may be accomplished by Contractor updating dD or emailing pd@webercountyutah.gov the case number, client name, date closed and result (i.e., pled, revoke/restart, etc.) Failure to do so may result in a financial penalty equal to the office staff's hourly wage times the number of hours required to review and close Contractor' cases.
6. Contractor will maintain Client folders with pertinent discovery, documents and notes necessary to provide a basic understanding of the case to anyone who might need to cover and/or take over representation. Client folders shall be clearly labeled "LAST NAME, FIRST NAME CASE NUMBER."
 - a. Client folders should be maintained in an electronic format that is secure, yet easily transferrable to subsequent counsel, investigators and/or Clients. Maintaining all discovery and notes in dD meets this requirement. In addition to dD, Client Folders may be maintained in OneDrive™ as the preferred cloud storage service.
 - b. Periodically (at least every five years or at the termination of this contract), Contractor shall copy all public defender client files to an external hard drive and deliver the hard drive to the Office Manager. (An external hard drive can be obtained from the Office to accomplish this task.) The Client folders should be properly labeled as outlined above and will be stored in a secure database at the WPDG office.
 - c. Any hard copy files and/or documents should be scanned at the close of the case and

properly stored as outlined above. Contractor will be responsible for the secure destruction of any hard files, discs, or other electronic media after the expiration of five years, or the termination of this Agreement and transfer to the WPDG as described in 6(b) above, whichever comes first. Contractor will also be responsible for the secure destruction of any transferred files retained in Contractor's possession.

7. Failure to comply with the requirements of paragraphs 5 or 6 may result in a financial penalty equal to the office staff's hourly wage multiplied by the number of hours required to accomplish the task for Contractor. Said amount may be withheld from Contractor's compensation.
8. Contractor shall notify Director whenever Contractor receives written notice from the Utah State Bar Association regarding a bar complaint or investigation involving Contractor, regardless of whether the complaint and/or investigation involved an assigned Client.
9. Contractor will seek to identify potential conflicts or complaints that persons may have against Contractor and report the same to Director and/or his/her assignee. Contractor agrees to work diligently to avoid any complaints being lodged against Contractor and the assigned attorneys and perform remedial steps as may be agreed upon with Director and/or his/her assignee.
10. Contractor will not retain an investigator or expert witness expecting reimbursement of the costs of such services without consulting Director and receiving prior approval pursuant to the policy and procedures established within the WPDG.
11. Upon request, Contractor shall submit to Director an electronic copy of any motion, memoranda, appellate brief, court report, or any other such report pertaining to Contractor's Clients under this Agreement.
12. County acknowledges that Contractor's representation of an indigent defendant in a capital case exceeds the scope of this Agreement.
13. Contractor agrees to make reasonable efforts to have assigned attorneys attend all the periodic public defender training/coordination meetings and to attend performance evaluations as requested by Director.
14. Contractor agrees to use its best efforts to avoid any conflicts of interest, which would divide the duty of loyalty of Contractor to the assigned Clients under this Agreement and Contractor's other clients. The Parties recognize that certain cases may arise where conflicts are of sufficient magnitude that Contractor cannot represent a particular Client. Conflicts of interest shall only be deemed to exist after a determination by Director or of the appointing Court.
15. UCA §77-32b-104(1)(a) authorizes the recoupment of costs incurred by the State or any political subdivision for providing counsel assigned to represent the defendant. Contractor

shall ensure the Court adheres to subparagraph (4) which requires the court to consider the financial resources of the defendant; the nature of the burden that payment of the cost will impose; and, that restitution will be prioritized over any cost.

SECTION TWO CONDUCT

16. If Contractor's caseload becomes sufficiently burdensome to create a potential ineffective assistance claim or may cause Contractor to be in violation of the Rules of Professional Conduct, Contractor shall immediately notify Director to determine a proper course of action to remedy the situation. Resolution may include, but not be limited to, reassigning a case or cases; assigning an additional attorney for complex cases; reducing or eliminating private practice matters, or other solutions.
17. Contractor 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).
18. Contractor agrees that assigned attorneys will keep abreast of all current legal trends in criminal defense and to maintain sufficient continuing professional education credits during the period of this Agreement.
19. Throughout the term of this Agreement, Contractor agree to maintain access to an office within Weber County where Contractor can meet with Clients. This requirement may be accomplished by utilizing the meeting rooms and conference room at the WPDG Office upon proper scheduling with the office. Contractor 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

20. Contractor will be part of a team of contract and/or full-time attorneys assigned to a particular court or courts. The attorneys in the team shall work together to provide coverage for each other when necessary. If the caseload dictates additional coverage may be needed, Contractor shall notify Director and seek that coverage from other full-time and/or contract attorneys within the WPDG.
21. Nothing in this Agreement shall prohibit Contractor from representing clients who are not assigned to Contractor pursuant to the provisions of this agreement, so long as the representation of those clients does not interfere with or create a conflict of interest in the representation of Clients appointed under this Agreement.

SECTION FOUR COMPENSATION

22. County agrees to pay Contractor the following amount annually:

Basis for Amount	Amount
Juvenile Court Contract	\$95,004.00
Total:	\$95,004.00

Payment shall be made to the Contractor in equal monthly installments of \$7,917.00 per month. The first installment is due on or before the last day of November 2025 and a like sum on or before the last day of each month thereafter until this agreement expires or is terminated.

23. County agrees to increase compensation paid under this Agreement each year in accordance with any cost-of-living allowance (COLA) received by County employees for the same time period.

SECTION FIVE INSURANCE

24. Contractor shall maintain, at their sole expense, the following coverage:

- a. Professional Liability insurance with limits not less than \$1,000,000 per claim and \$3,000,000 aggregate, on a claims-made basis with an extended reporting period of at least three years following termination;
- b. Commercial General Liability with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate;
- c. Workers' Compensation as required by law;
- d. Auto Liability of not less than \$1,000,000 CSL; and
- e. Cyber Liability coverage not less than \$500,000 per claim covering privacy, security, and breach response.

Certificates shall name Weber County as certificate holder and provide 30 days' prior notice of cancellation.

25. Contractor 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 Contractor.

SECTION SIX REIMBURSEMENT OF EXPENSES

26. Contractor shall consult with and receive prior approval from Director prior to incurring any defense related expenses Contractor believe should be reimbursed by the WPDG. If Director agrees that the expense is necessary to provide an effective and competent defense Contractor shall work together with Director and Office Manager in following office invoicing procedures. If expert witness, investigative or other defense related expenses are not approved by Director after submission, Contractor may file a motion seeking Court approval for the incurring of the expense. Any such motion must be provided to Director prior to the filing of said motion.
27. Any expense incurred by Contractor that is not previously approved by Director or the Court, or more than that approved by Director or the Court, shall be the sole responsibility of the Contractor.
28. While ensuring that Contractor' Clients receive an effective and competent defense, Contractor hereby agree to use their best efforts to minimize the cost and expenses incurred.
29. Contractor will bear all other defense related expenses in providing the services contemplated herein, including transportation, office costs, telephone, postage, copying, scanning, and secretarial costs, except that Contractor may provide the WPDG Office with an email containing discovery for Clients which will be printed out and made available for Client pick up. WPDG will also deliver discovery and/or defense related documents to the Weber County Correctional Facility as provided by and at the request of Contractor.

SECTION SEVEN TERM AND TERMINATION

30. The term of this Agreement shall be from November 1, 2025, through December 31, 2028.
31. The first six months of this Agreement shall be considered a probationary period during which County may terminate this Agreement without cause upon providing written notice to Contractor. Beginning May 1, 2026, Contractor or County may only terminate this Agreement without cause upon 60-days written notice to the other Party.
32. This Agreement may be terminated at any time for cause. Cause shall include but not be limited to a breach of this Agreement or behavior that brings disrepute to the WPDG, other contract attorneys, or to the County.
33. In the case of a breach or violation of a term of this Agreement, Contractor shall be given seven calendar days to cure the breach or violation. Failure of the Contractor to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this

Agreement to other legal counsel and deduct the costs from the compensation identified in this Agreement.

34. County's obligation to pay is subject to annual appropriation by the Weber County Commission. If funds are not appropriated for any subsequent fiscal year, County may terminate this Agreement without penalty upon written notice, effective the last day for which funds were appropriated.
35. In the event this Agreement is terminated or is not renewed, Contractor agrees to cooperate with their 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**

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

COUNTY	CONTRACTOR
Director Weber Public Defender Group 2380 Washington Blvd., Ste 100 Ogden, Utah 84401	Pam Vickrey Exec. Director Utah Juvenile Defender Assn., LLC. 8 East Broadway, Ste 500 Salt Lake City, UT 84111 pvickrey@ujda.org

37. Appeal. If Contractor file a Notice of Appeal to the Utah Court of Appeals and/or the Utah Supreme Court, Contractor shall immediately contact the Director to transition and turn over all relevant records within Contractor' possession or control to Appellate Counsel.
38. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
39. Assignment. Contractor may not assign this Agreement or their performance under it, in whole or in part, without the prior written approval of the County. Any merger, consolidation, sale of substantially all assets, or other change of control of Contractor shall be deemed an assignment and require County's prior written consent. County may terminate upon notice if a change of control occurs without consent.
40. Data Security. Contractor shall implement reasonable administrative, physical, and technical safeguards, including encryption in transit and at rest, unique user authentication, and least-privilege access. Contractor shall notify County within 72 hours of discovery of any suspected or confirmed security incident affecting Client or County information and cooperate in investigation and remediation.

41. Independent Contractor. Contractor is an independent contractor providing professional legal services to the County and is not an employee of the State of Utah or the County. Contractor is not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Contractor is responsible to pay all taxes and fees that result from the compensation paid to Contractor under this Agreement.
42. Mediation. Claims, disputes, or other matters in controversy arising out of or related to the contract, shall be subject to mediation as a condition precedent to seeking relief from a court. A request for mediation shall be made in writing, delivered to the other Party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Weber County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
43. Personal Data Protection. Utah state law requires a contractor to be subject to the requirements of Utah Code title 63A, chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the contractor. See Utah Code section 63A-19-401(4). "Personal data" is defined in Utah Code section 63A-19-101 as "information that is linked or can be reasonably linked to an identified individual or an identifiable individual." Contractor certifies that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, to the same extent as required of Weber County, with regard to the personal data processed or accessed by Contractor as a part of their duties 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 _____

Sharon Bolos, Chair
Date _____

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

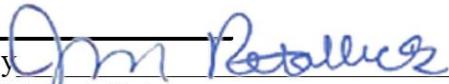
ATTEST:

Ricky Hatch, CPA
Weber County

CONTRACTOR

PUBLIC DEFENDER DIRECTOR


By _____
Pam Vickery
Director of Utah Juvenile Defender Attorneys
Date 11/6/2025


By _____
James M. Ketallick
Director WPDG
Date 11.06.2025