

AGREEMENT FOR INDIGENT DEFENSE CONTRACTOR

This agreement is made effective the 1st day of January, 2025, by and between Weber County, a body politic and political subdivision of the State of Utah (“County”) and Lindsey Watkins (“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 and indigent defense resources to every indigent person who has been appointed an indigent defense service provider under the Act; and

WHEREAS, County has hired and contracted with attorneys, assistants, and other professionals to provide the services required under the Act; and

WHEREAS, County has received a grant from the Indigent Defense Commission to assist County in increasing the quality and the level of services that are being provided to indigent defendants; and

WHEREAS, the terms of the grant require the County to provide data to the Indigent Defense Commission on a regular basis; and

WHEREAS, the County has requested the assistance of a Contractor to help in the collection and provision of data and has received authorization from the Indigent Defense Commission to hire a Contractor with the grant funds; and

WHEREAS, Contractor is qualified and willing to provide the services outlined in this contract on behalf of the County;

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

SECTION ONE SERVICES

1. Contractor agrees to provide services to and to be supervised by an attorney who has been hired by County to act as the Director (“Director”) of the Weber Public Defender Group. Contractor shall be responsible managing grants received for the benefit of the Weber Public Defender Group, implementation and utilization of defenderData™, or other software or programs used for case management, and other duties as may be assigned by the Director.

2. Contractor agrees to perform services with reasonable care and skill and in a timely manner.
3. Contractor agrees to be reasonably available and accessible to the Director and to return telephone calls and emails as soon as reasonably possible.
4. Contractor agrees to make reasonable efforts to attend at least 80% of the periodic public defender training/coordination meetings and to attend performance evaluations as requested by the Director. Contractor does not need to attend the meetings and evaluations referred to in person but may attend via video conferencing or telephone.

SECTION TWO CONDUCT

5. Contractor's performance under this contract shall be accomplished in conformity with all applicable laws, ordinances, rules, and regulations.
6. Contractor will immediately communicate to the Director any complaints that are lodged by anyone against Contractor and work diligently to resolve any such complaints.
7. Contractor agrees to use, at a minimum, industry standard technical and organizational security measures to transfer, store, and process any data or other information.
8. Contractor agrees that she will neither use nor reveal any research or statistical information provided to her or compiled by her for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. Contractor shall notify the Director and the County immediately upon receipt of any court order pertaining to the production of such information.

SECTION THREE COMPENSATION

9. Contractor shall be compensated at the rate of \$3,333.33 per month which shall be the sole consideration provided to Contractor by County for services provided under this agreement.
10. Contractor shall be responsible for purchasing and maintaining her own office equipment, her general office expenses of copying, scanning, postage, telephone, and other similar operating expenses, except as specifically provided otherwise in this agreement.
11. This contract does not guarantee any minimum or maximum number of hours Contractor's services will be required. County specifically disclaims any warranty or guarantee that Contractor will make any profit under this agreement.

SECTION FOUR

INDEMNIFICATION

12. Contractor shall indemnify and save the County and its officers, agents, and employees harmless from and against all losses, liabilities, and claims for damages or injuries resulting from any claimed injury, death, damage, and any other causes of action arising directly or indirectly from the performance of this agreement by the Contractor.

SECTION FIVE TERM AND TERMINATION

13. The term of this agreement shall be from January 1, 2025 through December 31, 2028.
14. Contractor or County may terminate this agreement without cause upon 60-days written notice to the other Party.
15. 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 Director, indigent defense attorneys, or to the County.
16. 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.
17. In the event this agreement is terminated or is not renewed, Contractor agrees to cooperate with his/her successor including delivering up all applicable files, information, and materials to the successor.

SECTION SIX MISCELLANEOUS

18. 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 CONTRACTOR:

Lindsey Watkins
105 Idle Pines Drive
Perry, GA 31069
lindseyawatkins1@gmail.com

19. Modification. This Agreement can be changed, modified, or amended only by written agreement of the Parties.
20. Assignment. Contractor may not assign this agreement or his/her performance under it, in whole or in part, without the prior written approval of the County. Any and all

- 20. Assignment. Contractor may not assign this agreement or his/her performance under it, in whole or in part, without the prior written approval of the County. Any and all requests for services made under this Agreement shall be performed by Contractor and may not be assigned to other employees, contractors, or agencies.
- 21. Independent Contractor. Contractor is an independent contractor providing professional 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.
- 22. 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.
- 23. 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

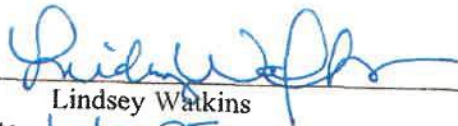
By _____
James "Jim" Harvey, Chair
Date _____

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


ATTEST:

Ricky Hatch, CPA
Weber County

CONTRACTOR

By 
Lindsey Watkins
Date 1-6-25

INDIGENT DEFENSE DIRECTOR

By 
James R. Retallick
Date 01/06/2025