

**TOOELE COUNTY
MANAGING LEGAL DEFENDER AGREEMENT**

THIS AGREEMENT is entered into this 1st day of November 2019, by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter referred to as “County”), and **CORY A. CALDWELL** of **CALDWELL LAW GROUP, PLLC**, 263 Country Club, Suite 101, Tooele, Utah 84074 (hereinafter referred to as “Managing Legal Defender”).

WHEREAS, County recognizes its obligation as a political subdivision of the State of Utah to provide legal counsel for certain indigent persons who are subject to the jurisdiction of the various courts located in Tooele County; and

WHEREAS, it is in the public interest to memorialize an agreement between County and Managing Legal Defender to provide management and supervisory services of contracted legal defenders for Tooele County;

NOW, THEREFORE, County and Managing Legal Defender hereby agree as follows:

1. IDENTITY OF MANAGING LEGAL DEFENDER. Managing Legal Defender is an attorney at law, duly licensed by the Utah State Bar to practice before the state and federal courts of the State of Utah. Managing Legal Defender hereby accepts the position as an independent contractor and not as an employee of County.

2. DUTIES. Managing Legal Defender agrees to provide management and supervisory services of contracted legal defenders for Tooele County which include, but are not limited, to the following:

a. Managing Legal Defender shall assist County in complying with the Tooele County Grant Award Agreement (attached) from the Indigent Defense Commission (hereinafter referred to as “IDC”);

b. Managing Legal Defender shall cooperate and participate with the IDC in reporting required information in a timely manner and in handling any investigations, audits, and/or reviews of indigent defense services that may be requested; and

c. Managing Legal Defender shall collect data, audit attorney performance, establish performance, caseload, and other standards, and ensure Core Principles, as outlined in the grant, are being met.

The parties acknowledge that this position is newly established, and the duties are not well-defined. The parties agree to cooperate with one another to better define the duties of the Managing Legal Defender and will either amend or replace this agreement to reflect delineation of duties.

3. COOPERATION WITH IDC REPORTING. Managing Legal Defender shall cooperate with County by providing the necessary data and reports the IDC requires from County. If Managing Legal Defender fails to comply with this provision or the duties described in Paragraph 2, County may elect to withhold payment until the failure to cooperate or participate is cured, or it may terminate this agreement.

4. COMPENSATION. In consideration of such representation, County shall pay Managing Legal Defender the monthly sum of three thousand one hundred and twenty dollars and zero cents (\$3,120.00).

5. FILES. Upon termination of this agreement, Managing Legal Defender agrees to turn over all active files to her successor.

6. EFFECTIVE DATE – TERM. This agreement shall take effect upon November 1, 2019 and shall continue until terminated in writing by any party hereto upon thirty (30) days written notice. Unless terminated, this agreement shall automatically continue.

Amendments to this agreement shall be made only with the same formality as provided by this agreement.

7. NON-ASSIGNABILITY. This agreement is in the nature of a contract for personal services and is not assignable by any party without the prior written consent of the other parties hereto.

8. NON-DISCRIMINATION. Managing Legal Defender shall not discriminate against any person they represent pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

MANAGING LEGAL DEFENDER

Cory Caldwell
CORY A. CALDWELL
Caldwell Law Group

TOOELE COUNTY

Tom Tripp 20 Dec '19
TOM TRIPP, Chairman
Tooele County Commission

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE, Clerk

