

**TOOELE COUNTY
LEGAL DEFENDER AGREEMENT
DISTRICT COURT**

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 and **MARK A. FLORES** of **FLORES LAW P.C.**, P.O. Box 526126, Salt Lake City, Utah 84152 (hereinafter referred to as “Legal Defenders”).

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 Legal Defenders to provide legal counsel to certain indigent persons;

NOW, THEREFORE, County and Legal Defenders hereby agree as follows:

1. IDENTITY OF LEGAL DEFENDERS. Legal Defenders are attorneys at law, duly licensed by the Utah State Bar to practice before the state and federal courts of the State of Utah. Legal Defenders hereby accept the legal defender position as independent contractors and not as employees of County. Legal Defenders may not associate with any other attorneys for the purpose of providing services under this agreement.

2. DUTIES. Legal Defenders agree to represent one-fourth (1/4) of all persons who are found to be indigent by any magistrate of the district court having jurisdiction in Tooele County and who are entitled to appointed legal counsel by County pursuant to the constitution and laws of Utah and the Constitution of the United States and as required by Title 77, Chapter 32, Part 3 of

Utah Code Annotated 1953, as amended. Legal Defenders agree to provide competent legal services in accordance with law and the Code of Professional Ethics. The remaining three-fourths (3/4) of the legal defender cases will be handled by other attorneys/firms. The Court will appoint Legal Defenders to represent defendants the Court has determined to be indigent and will apportion cases as equally as possible among all the contracting legal defenders. Appeals from legal defender cases shall be handled by separate contract.

District Court matters are handled primarily on Tuesdays, excepting trials or special settings requested by the Court or Counsel. Ultimately, all court dates are set by the District Court and are subject to change. Legal Defenders agree to be available and prepared to begin handling cases at the time designated by the Court. The “day of court” shall not be used as the primary “attorney-client” contact day; more specifically, Legal Defenders agree to meet with clients in person or by phone on a day other than Tuesday in preparation for the regular Tuesday calendars. This provision is essential to the satisfactory performance of this contract because of the cascading impact that is created when cases are not ready to be handled at the designated time.

3. DISCOVERY. Discovery on all legal defender cases will be provided electronically, via email, at no charge. Legal Defenders shall have an email account in place that will allow for delivery of large files that are common when dealing with discovery.

4. COMPENSATION. In consideration of such representation, County shall pay Legal Defenders the monthly sum of four thousand three hundred eighty dollars and zero cents (\$4,380.00), divided in two equal parts of two thousand one hundred ninety dollars and zero cents (\$2,190.00) unless otherwise directed by Legal Defenders.

5. TRIAL PAY. In addition to other pay as enumerated within this contract, Legal Defenders shall be entitled to trial pay at a rate of five hundred dollars and zero cents (\$500.00) per day for each day a criminal trial is convened in representation of an indigent client for whom Legal Defenders have been appointed by the Court. Settlement on the day of trial does not qualify for payment herein.

6. SPECIAL CASES. If Legal Defenders have been appointed to represent an indigent person whose case requires an extraordinary amount of time or involves unusually complex legal issues, Legal Defenders may petition County for compensation in addition to that provided in Paragraph 4. Additional compensation shall be granted upon mutual agreement of the parties and shall be based upon the complexity and additional time that is involved in that special case.

7. CONFLICTS OF INTEREST. The parties hereto recognize that occasions may arise when a legal defender may be disqualified from representing a particular person because of a conflict of interest perceived by the person, legal defender, or the court. In such instances where it has been determined that Legal Defenders have a legal conflict of interest, another legal defender attorney/firm under contract shall undertake the representation of such person. Legal Defenders agree to take and handle cases where another legal defender has been found to have a conflict of interest. In instances where all legal defenders under contract with County have been determined by the court to have a conflict of interest with such persons, County shall employ other counsel at such rates and terms as it shall negotiate with counsel.

8. VACANCIES. The parties hereto recognize that vacancies may arise with respect to other Tooele County legal defender contracts. Upon request, Legal Defenders agree to serve

as counsel when there is a vacancy on a Tooele County Legal Defender Contract. Legal Defenders shall serve as counsel until such time as the vacant contract is filled and shall be compensated for said additional work in an amount equal to what would have been paid for the legal defender contract which has been vacated.

9. COSTS. County agrees to pay all indigent transcript costs and any other court costs required by law for any person represented under this agreement.

10. RECOUPMENT OF FEES. Should any court order a person to pay for some or all of the attorney's fees of Legal Defenders acting under this agreement, Legal Defenders shall immediately pay such fees to County or have the person pay County directly. Legal Defenders agree that County shall bear the responsibility for collecting such fees.

11. CONTINUING LEGAL EDUCATION. Legal Defenders shall maintain an "active" and in "good standing" status with the Utah State Bar Association. As part of the continuing legal education ("CLE") required by the Utah State Bar Association and in an effort to ensure that Tooele County provides indigent persons properly trained legal representation, Legal Defenders agree to attend CLE focused on subjects including, but not limited to, criminal defense. Tooele County will reimburse Legal Defenders up to four hundred dollars and zero cents (\$400.00) annually, between the two Legal Defenders, for tuition and travel expenses associated with CLE related to the work performed by Legal Defenders under this contract. CLE shall be pre-approved by the Tooele County Attorney prior to Legal Defender's attendance in order to be eligible for reimbursement herein.

12. COOPERATION WITH IDC REPORTING. Legal Defenders shall cooperate with County by providing the necessary data and reports as required by the grant from the Indigent

Defense Commission (“IDC”) to Tooele County. In addition, Legal Defenders shall cooperate and participate with the IDC and County’s Managing Legal Defender in reporting required information in a timely manner and with any investigations, audits, and/or reviews of indigent defense services. If Legal Defenders fail to comply with this provision, County may elect to withhold payment until the failure to cooperate or participate is cured, or it may terminate this agreement.

13. FILES. Upon termination of this agreement, Legal Defenders agree to turn over all active files to their successor.

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

15. 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.

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

17. TERMINATION OF PREVIOUS CONTRACTS. All previous legal defender contracts between the parties are terminated as of the effective date of this agreement.

LEGAL DEFENDERS

Cory Caldwell
CORY A. CALDWELL
Caldwell Law Group

Mark Flores
MARK A. FLORES
Flores Law P.C.

TOOELE COUNTY

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

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE, Clerk

