



**Tooele County Council
 Agenda Item Summary**

Department Making Request:

Attorney / Public Defender

Meeting Date:

July 19, 2022

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: None

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ _____

Item Title: Managing Legal Defender Agreement (Cory Caldwell)

Please answer the who? what? when? why?

This contract is for the managing public defender, Cory Caldwell. It combines two current contracts (19-12-07 and 19-12-15) which will be replaced with this one. This agreement includes the Juvenile Court contract. Ms. Caldwell wishes to reduce her Juvenile Court contract to be part-time, so her monthly payments will be reduced by \$2,201.50. A portion of the monthly payment for this contract is grant-funded. The Indigent Defense Commission will pay the County \$37,440 of the \$63,858 annual cost. These services are required by the State for indigent defendants.

List who needs copies when approved: Rebecca Poulsen, County Attorney's Office

**TOOELE COUNTY
MANAGING LEGAL DEFENDER AGREEMENT**

THIS AGREEMENT is entered into this 19th day of July 2022, 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 CALDWELL** of **CALDWELL LAW GROUP, PLLC**, 40 South Main Street, 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 as well as legal counsel to certain indigent persons;

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 Managing Legal Defender position as an independent contractor and not as an employee of County. Managing Legal Defender may not associate herself with other attorneys for the purpose of providing services under this agreement.

2. DUTIES; MANAGEMENT. 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 annual Tooele County Grant Award Agreement (“Grant Award”) from the Indigent Defense Commission (“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 Award, are being met.

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. ADDITIONAL DUTIES; PARENTAL DEFENSE CASES. In parental defense cases, Managing Legal Defender agrees to represent one-sixth (1/6) of all persons who are found to be indigent by any magistrate of the juvenile 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. Managing Legal Defender agrees to provide competent legal services in accordance with law and the Code of Professional Ethics. The remaining five-sixths (5/6) of the legal defender cases will be handled by other attorneys/firms. The Court will

apportion cases as equally as possible among all the contracting legal defenders. Appeals from Managing Legal Defender cases shall be handled by separate contract.

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

6. COMPENSATION. In consideration of such representation, County shall pay Managing Legal Defender the monthly sum of five thousand three hundred twenty-one dollars and fifty cents (\$5,321.50).

7. CONFLICTS OF INTEREST. The parties hereto recognize that occasions may arise when a Managing Legal Defender may be disqualified from representing a particular person because of a conflict of interest perceived by the person, Managing Legal Defender, or the court. In such instances where it has been determined that Managing Legal Defender has a legal conflict of interest, the other legal defender attorneys/firms under contract shall undertake the representation of such person. For delinquency cases, Managing Legal Defender agrees to represent one-sixth (1/6) of all persons who are found to be indigent by any magistrate of the juvenile court if the primary delinquency legal defender is unable to represent the person. 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, Managing Legal Defender agrees to serve as counsel when there is a vacancy on a Tooele County Legal Defender Contract. Managing Legal Defender 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 Managing Legal Defender acting under this agreement, Managing Legal Defender shall immediately pay such fees to County or have the person pay County directly. Managing Legal Defender agrees that County shall bear the responsibility for collecting such fees.

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

12. EFFECTIVE DATE – TERM. This agreement shall take effect upon July 1, 2022 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.

13. 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.

14. 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.

15. TERMINATION OF PREVIOUS CONTRACTS. All previous Managing Legal Defender and Parental Defense Legal Defender contracts between the parties are terminated as of the effective date of this agreement.

MANAGING LEGAL DEFENDER

Cory Caldwell
CORY CALDWELL
Caldwell Law Group, PLLC

TOOELE COUNTY

James A. Welch 7/20/22
JAMES A. WELCH, County Manager

APPROVED AS TO FORM:

Scott Broadhead
SCOTT BROADHEAD, County Attorney