

**TOOELE COUNTY
MANAGING LEGAL DEFENDER AGREEMENT**

THIS AGREEMENT is entered into this 1st day of January 2024, 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 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.

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.

d. Managing Legal Defender shall assist with assigning legal defenders to represent indigent legal parents who oppose private contested adoptions, including coordinating payment at a rate of \$75 per hour for attorneys and \$40 per hour for paralegal services.

e. Managing Legal Defender shall assist with hiring, training, managing, and compensating administrative assistant(s) to assist with the provision of indigent services. Such compensation shall be at the rate of \$2,600 per month.

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, County shall pay Managing Legal Defender the monthly sum of (i) seven thousand eight hundred sixty dollars and zero cents (\$7,860.00) for her representation, and (ii) an additional two thousand six hundred dollars and zero cents (\$2,600.00) for administrative assistants.

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. CONTINUING LEGAL EDUCATION. Legal Defender 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 Defender agrees to attend CLE focused on subjects including, but not limited to, criminal defense, juvenile defense, and issues regarding parental rights.

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

13. EFFECTIVE DATE – TERM. This agreement shall take effect upon January 1, 2024 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.

14. 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.

15. 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.

16. 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
Caldwell Law Group, PLLC

TOOELE COUNTY

James A. Welch
James A. WELCH
Tooele County Manager

APPROVED AS TO FORM:

Scott Broadhead
SCOTT BROADHEAD
Tooele County Attorney