

## Indigent Defense Legal Services Agreement

***THIS AGREEMENT*** (this "***Agreement***") is effective as of January , 2024 by and between ***GREATER SALT LAKE MUNICIPAL SERVICE DISTRICT ("MSD")***, and ***SALT LAKE LEGAL DEFENDERS' ASSOCIATION***, a Utah nonprofit corporation ("***Legal Defenders***").

### **RECITALS:**

- A. Legal Defenders is in the business of providing criminal defense services for indigents.
- B. Legal Defenders employs attorneys that are licensed to practice in Utah.
- C. MSD is in need of indigent criminal defense services within its service area, which consists of unincorporated portions of Salt Lake County and any municipalities located within the MSD's boundaries, presently the Copperton Metro Township, Emigration Canyon Metro Township, Kearns Metro Township, Magna Metro Township, White City Metro Township, and the Town of Brighton. (The Metro Townships and the Town of Brighton are referred to herein as "Municipalities" and each as a "Municipality").
- D. The parties desire to enter into a service contract for indigent criminal defense services and to assist eligible clients in addressing substance abuse and mental health issues.
- E. The parties have determined that it is mutually advantageous to enter into this Agreement.

### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and undertakings, the parties agree as follows:

1. **Scope of Services to be Provided.** Legal Defenders agree to furnish and provide for the defense with respect to criminal violations of Utah State law, Salt Lake County ordinances, municipal ordinances and matters initiated by a Municipality, or its authorized agents, of an indigent upon a determination of indigence and as appointed by the Salt Lake County Justice Court, Third District Court, Utah Court of Appeals, or the Supreme Court of Utah ("**Court**" and such services collectively "**Legal Services**") during the term of this Agreement. Legal Services shall include, but not limited to, appearing, and representing criminal defendants at all appropriate meetings, hearings, etc., including, but not be limited to, arraignments, pretrial conferences, order to show cause hearings, and bench and jury trials. Legal Defenders shall be responsible to cover costs to serve subpoenas or other pleadings, the cost of investigations, expert witnesses, and transcription costs. Legal Services provided by Legal Defenders shall at all times be subject to applicable laws, rules and regulations, including without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court. Legal Defenders shall immediately notify MSD of the final adjudication by the Utah State Bar of any violation of the Rules of Professional Conduct by Legal Defenders, or anyone associated with or performing legal services through Legal Defenders.

2. **Fees for Legal Services.** MSD shall pay Legal Defenders a fixed amount of

\$194,823 for Legal Services per year ("**Contract Price**"). If Legal Services are anticipated to exceed the Contract Price, then Legal Defenders shall not incur expenditures that exceed the Contract Price without the written consent of MSD. MSD shall pay Legal Defenders 1/12 of the Contract Price monthly. MSD shall remit payment to Salt Lake Legal Defenders 275 East 200 South, Salt Lake City, Utah 84111.

3. **Term.** This Agreement shall be effective as of January 1, 2024 and shall terminate on December 31, 2024, provided, however, upon the consent of the parties hereto and subject to the right to terminate as provided herein, this Agreement may be renewed for successive one (1)-year terms.

4. **Assignment and Delegation.** The Legal Defenders will not assign or delegate the performance of their duties under this Agreement without the prior written approval of MSD.

5. **Employment Status.**

a. **Official Status.** The Legal Defenders shall have complete control and discretion over all personnel providing Legal Services.

b. **Salary and Wages.** MSD shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Legal Services.

c. **Employment Benefits.** All personnel providing Legal Services are and shall remain employees of the Legal Defenders. All personnel providing Legal Services shall have no right to any MSD pension, civil service or any other MSD benefits pursuant to this Agreement or otherwise.

6. **Alcohol and Drug-Free Work Place.** All personnel during such time that they provide Legal Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Legal Services. Further, all personnel during such time that they provide Legal Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of Utah Code Ann. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of Utah Code Ann. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

7. **Progress Reports.** Legal Defenders shall as requested from time to time by MSD submit periodic progress reports to MSD, attend quarterly accountability meetings with MSD representatives, submit an annual report regarding Legal Services in such form that contains such information as the MSD may require, and attend meetings as requested by MSD to answer questions about the report and Legal Services in general.

8. **Termination.** Either party may terminate this Agreement upon 90 days prior written notice to the other party.

9. **Insurance.** Legal Defenders shall obtain Workers Compensation and employer liability insurance in a statutory amount. The Legal Defenders shall furnish MSD certificates

of insurance evidencing the insurance requirements herein. Certificates of insurance shall contain the provision that at least 30 days prior written notice will be given to MSD in the event of cancellation, reduction or renewal of the insurance.

10. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof; or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

MSD:                   General Manager  
                          2001 South State Street #N3-600  
                          Salt Lake City, Utah 84190

Legal  
Defenders:       Executive Director  
                          275 East 200 South  
                          Salt Lake City, Utah 84111

11. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

12. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

13. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah including, but not limited to, the status verify system requirements for contractors of Utah Code Ann. § 63G-12-302. Legal Defenders understands and agrees that this Agreement and related documents will be public documents, as provided in Utah Code Ann. § 63G-2-101, et seq.

14. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

15. **Time.** Time is the essence hereof.

16. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

17. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy shall constitute a waiver of any such breach, right or remedy. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

18. **Indemnity.** Legal Defenders shall defend, protect, indemnify, save, and hold harmless MSD, including its elected and appointed officials, employees, agents, and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Independent Contractor providing Legal Services to MSD. Nothing herein shall be construed to require Legal Defenders to indemnify MSD or any Municipality against MSD's or the Municipality's own negligence.

19. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

20. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. **Third Party Beneficiaries.** Each of the Municipalities in an intended third-party beneficiary of this Agreement.

22. **Government Records Access and Management Act Provision.** Legal Defenders recognizes that, as a governmental entity, District (or Jurisdiction) is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and cannot guarantee that information or any document or record provided to the District will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record to be classified as a "protected record", Legal Defenders must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Legal Defenders to District (or Jurisdiction) and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Legal Defenders.

23. **E-Verify Provision.** Legal Defenders covenants, represents and warrants to District (or Jurisdiction) that Legal Defenders is and at all times during the performance of Services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments

and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Legal Defenders is registered and participates in a Status Verification system as required by law, and will require the same of any subcontractor who may assist Legal Defenders in performing Services under this Agreement.

24. **Governmental Immunity Act Provision.** Legal Defenders understands and acknowledges that District (or Jurisdiction) is a political subdivision of the state of Utah and, as such, District (or Jurisdiction) and its employees is/are entitled to any and all immunity from suit, limitations on judgements, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Nothing stated in this Agreement or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation, protection or benefit afforded to District (or Jurisdiction) and/or its employees by the Governmental Immunity Act of Utah.

25. **Anti-Boycott Provision.** Legal Defenders certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, Legal Defenders agrees to notify the District in writing if Legal Defenders begins engaging in a prohibited economic boycott during the term of this Agreement. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. **Notwithstanding anything to the contrary stated in this contract,** pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit District (or jurisdiction) from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet...[District’s (or Jurisdiction’s)] legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to “comply with federal law.

**IN WITNESS WHEREOF,** the parties execute this agreement effective as of the day and year recited above.

**MSD**

By:\_\_\_\_\_

**ATTEST:**

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**MSD, Clerk**

**APPROVED AS TO FORM:**

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**MSD**, Legal Counsel

**LEGAL DEFENDERS:**

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**Richard P. Mauro**, Executive Director  
Salt Lake Legal Defender Association