

Indigent Defense Legal Services Agreement

THIS AGREEMENT (this "***Agreement***") is effective as of July 1, 2026 by and between ***GREATER SALT LAKE MUNICIPAL SERVICES 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 employ attorneys that are licensed to practice in Utah.
- C. Unincorporated portions of Salt Lake County and municipalities located within the MSD's boundaries, presently Copperton, Emigration Canyon, the City of Kearns, Magna City, White City, and the Town of Brighton (the named cities and towns are referred to herein as "***Municipalities***" and each as a "***Municipality***" and the Municipalities and Salt Lake County (respecting unincorporated areas) are the "***Member Agencies***" and each is a "***Member Agency***") are in need of indigent criminal defense services within their respective jurisdictions.
- D. The MSD is authorized to "assist a municipality or a county located within a municipal services district by providing staffing and administrative services" as provided in Utah Code Ann. § 17B-2a-1104(1)(b), which is the purpose of this Agreement.
- E. The parties desire to enter into a contract for Legal Defenders to provide indigent criminal defense services for the Member Agencies and to assist eligible clients within the Member Agencies to address substance abuse and mental health issues ("indigent defense legal services").
- F. The parties have determined that it is mutually advantageous to enter into this Agreement for the stated purposes.

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 agrees 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 Member Agency, 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 (each a "***Court***" and such services collectively "***Legal Services***") during the term of and as provided in this Agreement. Legal Services shall include, but not be limited to, appearing, and representing criminal defendants at all appropriate meetings, hearings, etc., including, but not 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 always 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 \$226,939 (the “**Contract Price**”) for Legal Services for the July 1, 2026 to June 30, 2027 period. If Legal Services are anticipated to exceed the Contract Price, then Legal Defenders shall not incur expenditures that exceed the Contract Price without the express 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 at 275 East 200 South, Salt Lake City, Utah 84111.

3. **Term.** This Agreement shall be effective as of July 1, 2026, and shall terminate on June 30, 2027, 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, or such other time periods to which the parties may mutually agree.

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

5. **Employment Status.**

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

b. **Salary and Wages.** Neither MSD nor any Member Agency shall 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 Legal Defenders. Personnel providing Legal Services shall have no right to any MSD pension, civil service or any other MSD or Member Agency benefit pursuant to this Agreement or otherwise.

6. **Alcohol and Drug-Free Workplace.** All Legal Defenders personnel, during such time that they provide Legal Services pursuant to this Agreement, 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 the individual’s body, blood, or on the individual’s 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 the individual’s 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 and/or Member Agency representatives, submit an annual report regarding Legal Services in such form that contains such information as the MSD may require, including services provided for each Member Agency, and attend meetings as requested by MSD and/or a Member Agency to answer questions about the report and Legal Services in general.

8. **Termination/Modification.** Either party may terminate this Agreement upon 90 days prior written notice to the other party. In addition, any Member Agency may enter into a separate agreement with Legal Defenders or with a different firm or attorney to provide indigent defense legal services at any time. In the event of a Member Agency entering into a separate agreement with Legal Defenders, the monthly compensation to be paid pursuant to Section 2 of this Agreement shall be reduced proportionately based on the amount to be paid to Legal Defenders by the Member Agency or, if the Member Agency contracts with a third party for those services, the monthly compensation to be paid pursuant to Section 2 of this Agreement will be reduced by an amount to be negotiated in good faith by Legal Defenders and the MSD and will be set forth in a written amendment or addendum to this Agreement.

9. **Insurance.** Legal Defenders shall obtain Workers Compensation and employer liability insurance in a statutory amount. Legal Defenders shall furnish MSD certificates of insurance evidencing satisfaction of the insurance requirements stated herein. Certificates of insurance shall contain a provision requiring 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 via email or otherwise; 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
Greater Salt Lake Municipal Services District
860 West LeVoy Drive, Suite 300
Taylorsville, Utah 84123
Email: mahoward@msd.utah.gov

Legal
Defenders: Executive Director
Salt Lake Legal Defenders' Association
275 East 200 South
Salt Lake City, Utah 84111
Email: _____

11. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed to be 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 verification system requirements for contractors stated in Utah Code Ann. § 63G-12-302. Legal Defenders

covenants, represents and warrants to MSD that Legal Defenders is and at all times during the performance of Legal 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 Legal Services under this Agreement. Legal Defenders understands and agrees that this Agreement and related documents will be public documents, as provided in the Government Records Access and Management Act, Utah Code Ann. § 63G-2-103, 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 shall be and 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 and each Member Agency, including its/their 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 Legal Defenders, as an independent contractor, providing Legal Services to MSD and the Member Agencies. Nothing herein shall be construed to require Legal Defenders to indemnify MSD or any Member Agency against MSD's or the Member Agency'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 provision 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 Member Agency is an intended third-party

beneficiary of this Agreement.

22. **Governmental Immunity Act Provision.** Legal Defenders understands and acknowledges that MSD and each Member Agency is a political subdivision of the state of Utah and, as such, the MSD and each Member Agency and its/their respective employees and officials 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 MSD and/or any Member Agency and/or its/their employees and officials by the Governmental Immunity Act of Utah.

23. **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 MSD 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 Agreement,** 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 MSD 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 the good or service; or (B) meet...[MSD’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.

**GREATER SALT LAKE MUNICIPAL
SERVICES DISTRICT (MSD)**

By: _____
Keith Zuspan, Chair

ATTEST:

Stewart Okobia, Clerk

APPROVED AS TO FORM:

Mark H. Anderson, MSD Legal Counsel

**SALT LAKE LEGAL DEFENDERS’
ASSOCIATION (LEGAL DEFENDERS)**

By: _____
Richard P. Mauro, Executive Director

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