

## MEMORANDUM OF UNDERSTANDING

### UTAH COMMUNICATIONS AUTHORITY UTAH ATTORNEY GENERAL

- I. Parties:** The parties to this Memorandum of Understanding ("Memorandum") are: 1) the Utah Communications Authority (UCA) and 2) the Utah Attorney General's Office ("AG").
- II. Purpose:** This Memorandum establishes the terms by which the AG will provide legal services to the UCA. The executive director or UCA has authority to hire legal counsel, pursuant to Utah Code Annotated § 63H-7a-205(8). Pursuant to that authority and in line with UCA's status as an independent state agency (*see* Utah Code Annotated § 63H-7a-201(2)), UCA has sought to employ the AG's office to provide them legal representation.
- III. Term:** This Memorandum will become effective May 1, 2023 and will continue until July 1, 2024. UCA may terminate this Memorandum at any time thereafter by providing 180 days' advance written notice to the AG.
- IV. Professional and Support Staff:** The AG will provide legal services to UCA to meet their legal needs. Services include an assigned attorney and necessary support staff. Services from legal staff will include but are not limited to representation in litigation, training on necessary statutory and regulatory obligations, contract review, negotiation and termination, legal research, and professional advice. The parties anticipate that UCA will require approximately 15% of one full time attorney's time and 25% support from a paralegal. The parties agree that this is an estimate of need and the AG will provide services in accordance with the need of UCA and not be limited by this estimate. Though the parties agree that the costs of legal services for Term of this Agreement will not exceed \$125,000.
- V. Compensation:** For services provided pursuant to this Memorandum, the UCA will pay the AG. The AG utilizes the Internal Service Fund to receive payment for services from client agencies. The UCA will be considered the client agency for purposes of billing. The UCA will be billed in accordance with AG billing policies and will only be billed for work performed in furtherance of this MOU. Bills are provided on a monthly basis and payment shall be made within 30 days of receipt of the bill. The anticipated billing rate for Fiscal Year 2024 is \$161 per hour for attorney services and \$76 per hour for paralegal services. Secretarial services and other support staff fees are not billed directly to the client. Billing rates are adjusted on an annual basis.
- VI. Relationships:** An attorney/client relationship shall exist between the AG and the UCA.

## **VII. Miscellaneous Provisions:**

1. The parties anticipate that the AG's office will provide all the legal services The UCA requires before the end of the Term of this Agreement. However, UCA currently employs private counsel and anticipates using the private counsel to wind up existing projects and to consult with the assigned AAG. Nothing in this agreement prevents the UCA from seeking outside legal services for discrete issues after the transition from private counsel to AAG representation. The parties agree that the assigned AG attorney and staff will coordinate as needed with any outside counsel.
2. The AG will provide office space, necessary technology (including computer and cellular phone), opportunities for continuing legal education training, and software access.
3. The UCA may provide their counsel with opportunities for continuing legal education and/or incentive awards but is not required to do so.