

**AGREEMENT FOR INDIGENT DEFENSE ATTORNEY
SPECIALTY ATTORNEY**

This agreement is made effective the 1st day of June, 2025, by and between Weber County, a body politic and political subdivision of the State of Utah ("County") and Randall Marshall ("Attorney"). County and Attorney are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, pursuant to the Indigent Defense Act, as set forth in Title 78B, Chapter 22, Utah Code Ann., County has the responsibility to provide legal counsel to every indigent individual who faces the possibility of incarceration regardless of whether actually imposed; and

WHEREAS, County desires to have an experienced attorney under contract who can handle homicide cases, first-degree felony sex cases, and unlawful pattern of activity cases as assigned in the Second District Court in Weber County, Utah; and

WHEREAS, Attorney verifies by signing this Agreement that he is duly licensed to practice law in the State of Utah, is qualified to be assigned as counsel for indigent defendants in these types of cases, and is able and willing to undertake the assignment as indigent defense counsel; and

WHEREAS, in contemplation of the assignment of Attorney to represent indigent defendants in these cases, Attorney and the County have negotiated reasonable compensation for the services of Attorney as indigent defense counsel, and it is the intent of the Parties that the terms of those services and that compensation be set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties agree as follows:

**SECTION ONE
SERVICES**

1. Attorney agrees to be supervised by the Director of the Weber Public Defender Group and to accept assignments from the Director to represent specific defendants in difficult cases.
2. Attorney's primary responsibility will be to represent indigent defendants who have been charged with a homicide, first-degree felony sex offense, or unlawful pattern of activity. Attorney will not be required by this Agreement to represent defendants who have been charged with aggravated murder or who are facing the death penalty.
3. Attorney shall represent indigent defendants as assigned and shall provide and perform all necessary and appropriate legal defense services through:
 - a. Any proceedings and trial, including any new trial granted by the trial court, all

- motion hearings, and any other proceedings which may be held in this case before the trial court; and
- b. Any post-trial proceedings before the trial court, including sentencing and any post-plea or post-trial motions filed by either defendant or the State.
 4. The services contemplated by this Agreement do not include representation in any of the following:
 - a. Post-plea or post-trial appeals to an appellate court; or
 - b. Proceedings before the trial court if the court has relieved counsel of the obligation to represent a defendant.
 5. Attorney agrees to provide Director with caseload information on a monthly basis in a format approved by the Director. Attorney will use defenderData™ (dD), or other software that may be required by Director, as a means of tracking and reporting various information about Attorney's assigned cases.
 - a. Attorney will ensure that all assigned cases are properly opened in dD and will ensure the following information is recorded therein: charges, client contact information (specifically cell numbers); and, whether an investigator, expert witness or the FSW team was utilized in the case.
 - b. Attorney will also ensure that all cases are closed after original sentencing and after sentencing on probation violations. This may be accomplished by Attorney updating dD or emailing pd@webercountyutah.gov the case number, client name, date closed and result (i.e., pled, revoke/restart, etc.) Failure to do so may result in a financial penalty equal to the office staff's hourly wage times the number of hours required to review and close Attorney's cases.
 6. Attorney will maintain Client folders with pertinent discovery, documents and notes necessary to provide a basic understanding of the case to anyone who might need to cover and/or take over representation. Client folders shall be clearly labeled "LAST NAME, FIRST NAME CASE NUMBER."
 - a. Client folders should be maintained in an electronic format that is secure, yet easily transferrable to subsequent counsel, investigators and/or Clients. Maintaining all discovery and notes in dD meets this requirement. In addition to dD, Client Folders may be maintained in Dropbox™ as the preferred cloud storage service.
 - b. Periodically (at least every five years or at the termination of this contract, Attorney shall copy all public defender client files into an external hard drive and deliver the hard drive to the Office Manager. (An external hard drive can be obtained from the Office Manager to accomplish this task.) The Client folders should be properly labeled as outlined above and will be stored in a secure database at the WPDG office.
 - c. Any hard copy files and/or documents should be scanned at the close of the case and properly stored as outlined above. Attorney will be responsible for the secure destruction of any hard files, discs, or other electronic media after the expiration of five years, or the termination of this contract and transfer to the WPDG as described

in 6(b) above, whichever comes first. Attorney will also be responsible for the secure destruction of any transferred files retained in Attorney's possession.

7. Failure to comply with the requirements of paragraphs 5 or 6 may result in a financial penalty equal to the office staff's hourly wage multiplied by the number of hours required to accomplish the task for Attorney. Said amount may be withheld from Attorney's paycheck.
8. Attorney shall notify Director whenever attorney receives written notice from the Utah State Bar Association regarding a bar complaint or investigation involving Attorney, regardless of whether the complaint and/or investigation involved an assigned Client.
9. Attorney will seek to identify potential conflicts or complaints that persons may have against Attorney and report the same to Director and/or his/her assignee. Attorney agrees to work diligently to avoid any complaints being lodged against Attorney and perform remedial steps as may be agreed upon with Director and/or his/her assignee.
10. Attorney will not retain an investigator or expert witness expecting reimbursement of the costs of such services without consulting Director and receiving prior approval pursuant to the policy and procedures established within the WPDG.
11. Upon request, Attorney shall submit to Director an electronic copy of any motion, memoranda, appellate brief, court report, or any other such report pertaining to Attorney's Clients under this Agreement.
12. Attorney agrees to use his/her best efforts to avoid any conflicts of interest, which would divide the duty of loyalty of Attorney to his/her assigned indigent Clients and Attorney's private practice. The Parties recognize that certain cases may arise where conflicts are of sufficient magnitude that Attorney cannot represent a particular Client. Conflicts of interest shall only be deemed to exist after a determination by Director or of the appointing Court.
13. UCA §77-32b-104(1)(a) authorizes the recoupment of costs incurred by the State or any political subdivision for providing counsel assigned to represent the defendant. Attorney shall ensure the Court adheres to subparagraph (4) which requires the court to consider the financial resources of the defendant; the nature of the burden that payment of the cost will impose; and, that restitution will be prioritized over any cost.
14. Attorney agrees to promptly notify the court of any changes regarding the indigent status of any clients which would affect clients' qualification for court-appointed counsel.
15. Attorney shall perform the legal services required under this Agreement in a professional and ethical manner in accordance with the Utah Rules of Professional Conduct and such other applicable laws, rules, and case law governing the practice of law in the State of Utah together with such other regulations or statutory provisions to which Attorney may be subject as a result of federal law.

16. Attorney agrees to notify the Director within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity.
17. Attorney agrees to keep abreast of all current legal trends in criminal defense and to maintain sufficient continuing professional education credits during the period of this Agreement. Attorney shall report to Director the status of CLE credits earned on or before June 1st each year. If Attorney needs CLE by June 1st, Attorney will provide Director the plan to complete all required CLEs by June 30th.
18. Attorney's contract is funded by the Indigent Defense Commission ("IDC"), and Attorney agrees to be familiar with the IDC's core principles and assist County in complying with those principles. Attorney agrees to respond to requests for reporting by the County or the IDC to ensure that the core principles are being met.
19. Attorney agrees to be reasonably available and accessible to all clients, to make reasonable efforts to visit clients who are incarcerated, and to return telephone calls as soon as reasonably possible.
20. If Attorney's caseload becomes sufficiently burdensome to create a potential ineffective assistance claim or may cause Attorney to be in violation of the Rules of Professional Conduct, Attorney shall immediately notify Director to determine a proper course of action to remedy the situation. Resolution may include, but not be limited to, reassigning a case or cases; assigning an additional attorney for complex cases; reducing or eliminating private practice matters, or other solutions.

SECTION TWO COMPENSATION

21. The County hereby authorizes payment of attorney fees at a rate of \$140 per hour which shall be the sole consideration provided to Attorney by the County for services provided under this Agreement.
22. Attorney shall be responsible for Attorney's general office expenses, paralegal expenses, copying, scanning, postage, telephone, and other similar operating expenses, except as specifically provided otherwise in this Agreement.
23. Time spent by an attorney or staff regarding the preparation, clarification, or interpretation of invoices or of this contract is considered a general office expense and shall not be billed to the County.
24. The Parties have agreed that the fee amount set forth in paragraph 21 is reasonable and there shall be no additional compensation for the Attorney without the prior written approval of the County.

SECTION THREE STATEMENTS

25. Attorney shall submit invoices on a monthly basis that sufficiently describe the services performed for which compensation is claimed and such other information as may be reasonably required by the County in order to properly review, evaluate, and process the invoice.
26. Invoices shall detail the hours worked in 1/10th increments and provide a description of the work that was performed. The monthly invoices shall clearly indicate the total amount due.
27. Invoices shall be submitted to the Civil Division via email or in a sealed envelope, and County shall process invoices and statements for reimbursement of expenses with reasonable diligence.

SECTION FOUR INSURANCE

28. Attorney agrees to maintain professional malpractice insurance with limits of \$250,000 per claim and an aggregate of \$500,000 and provide to County evidence of the insurance.
29. Attorney shall indemnify and save the County and its officers, agents, and employees harmless from and against all claims for damages or injuries resulting from any claimed malpractice, injury, death, damages, and any other causes of action arising directly or indirectly from the performance of this Agreement by the Attorney.

SECTION FIVE REIMBURSEMENT OF EXPENSES

30. Attorney shall consult with and receive prior approval from Director prior to incurring any defense related expenses Attorney believes should be reimbursed by the WPDG. If Director agrees that the expense is necessary to provide an effective and competent defense Attorney shall work together with Director and Office Manager in following office invoicing procedures. If expert witness, investigative or other defense related expenses are not approved by Director after submission, Attorney may file a motion seeking Court approval for the incurring of the expense. Any such motion must be provided to Director prior to the filing of said motion.
31. Any expense incurred by Attorney that is not previously approved by Director or the Court, or more than that approved by Director or the Court, shall be the sole responsibility of the Attorney.
32. While ensuring that Attorney's Clients receive an effective and competent defense, Attorney hereby agrees to use his/her best efforts to minimize the cost and expenses incurred.

33. Attorney will bear all other defense related expenses in providing the services contemplated herein, including transportation, office costs, telephone, postage, copying, scanning, and secretarial costs, except that Attorney may provide the WPDG Office with an email containing discovery for Clients which will be printed out and made available for Client pick up. WPDG will also deliver discovery and/or defense related documents to the Weber County Correctional Facility as provided by and at the request of Attorney.

SECTION SIX TERM AND TERMINATION

34. The term of this Agreement shall be from June 1, 2025, through December 31, 2028.
35. **If Attorney has not previously held a contract with the County**, the first six months of this contract shall be considered a probationary period during which County may terminate this Agreement without cause upon providing written notice to Attorney. Following the probationary period, Attorney or County may only terminate this Agreement without cause upon 60-days written notice to the other Party.
36. This Agreement may be terminated at any time for cause. Cause shall include, but not be limited to, a suspension or revocation of Attorney's license to practice law in the State of Utah, a breach of this Agreement, or behavior that brings disrepute to the WPDG, other contract attorneys, or to the County.
37. In the case of a breach or violation of a term of this Agreement, Attorney shall be given seven calendar days to cure the breach or violation. Failure of the Attorney to cure the breach or violation within the specified period shall result in termination of this Agreement. In the event this Agreement is terminated, the Parties agree that County may award this contract to other legal counsel and deduct the costs from the compensation identified in this Agreement.
38. In the event this Agreement is terminated or is not renewed, Attorney agrees to cooperate with his/her successor including the filing of all necessary pleadings for withdrawal and to deliver all applicable files, information, and materials to the successor.

SECTION SEVEN MISCELLANEOUS

39. Notices. All notices and statements to be given under this Agreement shall be delivered to the Parties as follows:
- a. Notice shall be given to the Attorney at:

Randall Lee Marshall
5732 South 1475 East, Ste 200
South Ogden, UT 84403

marshalawpc@yahoo.com

b. Notice shall be given to the County at:

Weber Public Defender Group
2380 Washington Blvd., Ste 100
Ogden, UT 84401

40. Appeal. In the event that Attorney files a Notice of Appeal, Attorney shall immediately contact the Director to transition and turn over all relevant records within Attorney's possession or control to Appellate Counsel.
41. Modification. This Agreement may only be changed, modified, or amended by written agreement of the Parties.
42. Assignment. Attorney may not assign this Agreement or his performance under it, in whole or in part, without the prior written approval of the County.
43. Independent Contractor. Attorney is an independent contractor providing professional legal services to the County and is not an employee of the State of Utah or the County. Attorney is not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage. Attorney is responsible to pay all taxes and fees that result from the compensation paid to Attorney under this Agreement.
44. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.
45. Governing Law. This Agreement shall be governed by the laws of the State of Utah.
46. Records. Attorney shall maintain such records and accounts as may be deemed reasonable and necessary to assure a proper accounting for all compensation and reimbursements paid to the Attorney under this Agreement. Upon request, Attorney shall make those records available to the County for audit purposes and shall maintain those records for a period of 3 years after the expiration of this Agreement or such other longer period as may be required by law.
47. Withdrawal. In the event of a withdrawal, dismissal, or appeal, Attorney agrees to cooperate with any successor by filing all necessary pleadings for withdrawal and by delivering all applicable files, information, and materials to the successor.
48. Personal Data Protection. Utah state law requires a contractor to be subject to the requirements of Utah Code title 63A, chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the contractor. See Utah Code

section 63A-19-401(4). "Personal data" is defined in Utah Code section 63A-19-101 as "information that is linked or can be reasonably linked to an identified individual or an identifiable individual." Contractor certifies that it is familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, to the same extent as required of Weber County, with regard to the personal data processed or accessed by Contractor as a part of its duties under this agreement.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____

Sharon Bolos, Chair

Date _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County

ATTORNEY

By _____

Randall Marshall

Date _____

5/21/25

DIRECTOR

By _____

James M. Retallick

Date _____

21 May 25