

# **MORGAN COUNTY REQUEST FOR QUALIFICATIONS FOR INDIGENT DEFENSE SERVICES**

Submissions are due by:  
**Friday, December 19<sup>th</sup> at 5:00 p.m.**

Mail or Hand Deliver Submissions to:

Clerk/Auditor's Office  
Leslie Hyde, Clerk/Auditor  
PO Box 886  
48 West Young Street  
Morgan, Utah 84050

OR

Send Submissions electronically to:

Kate Becker  
County Administrative Manager  
[kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov)

## **Overview**

Morgan County complies with the United States and Utah constitutions which guarantee an indigent individual facing criminal prosecution carrying any potential deprivation of liberty the right to effective assistance of counsel. To protect indigent individual's rights, Morgan County is seeking a qualified and experienced criminal defense attorney or firm to provide indigent defense services as the Morgan County public defender.

The public defender will provide services to indigent individuals charged with criminal offenses in the Morgan County District Court, Justice Court, and Juvenile Court. The District Court is held every other Wednesday morning in person at the Morgan County Courthouse. The Justice Court is held on the first and third Tuesdays of each month in the evening by Webex unless in person hearings or trials are requested by the court or the parties. The Juvenile Court is held the first Friday of each month by Webex unless there are no scheduled cases.

## **Scope of Work**

The public defender serves as the primary court appointed attorney to provide indigent defense services to qualifying individuals charged with felony and misdemeanor criminal offenses in District Court, Justice Court, and Juvenile Court in Morgan County.

- Upon notice of assignment to a case, the public defender will review their total caseload to determine if effective services can be provided on an assigned case and consider any material conflict of interest. In the event of a material conflict of interest, the public defender shall move the Court to assign conflict counsel.
- If the public defender continues to maintain a private caseload, the public defender shall make this contract a priority, commit to the established court calendar, and provide effective legal services to clients.
- The public defender shall not accept new appointments or private clients, when those cases would cause the caseload to exceed a number that allows the public defender to provide effective services to indigent clients.
- Once the public defender enters appearance, they agree to provide effective, timely, and continuing services for indigent clients, pursuant to the obligations set forth in Utah and Federal law and pursuant to the terms of the agreement with Morgan County.
- The public defender agrees to provide services, including but not limited to, consultation with clients, pursue evidence through discovery, investigate facts and circumstances, use other defense resources as appropriate, research the law specific to cases, file pertinent motions, subpoena relevant documents and witnesses, and appear in court.
- The public defender will make reasonable efforts to visit and communicate with indigent clients, return phone calls, and otherwise be available to manage their caseload.
- Travel is required for District Court and may be required for Justice Court and Juvenile Court on occasion.

- The public defender shall provide the full scope of services continuing up to and including the filing of notice of appeal and docketing statement, but shall not be responsible for any briefs on appeal from the District Court.
- The public defender shall comply with the Utah State Bar MCLE requirements including attending at least eight (8) hours of relevant criminal defense CLE trainings per year.
- If the public defender is asked to provide indigent services in a capital defense case which could result in the death penalty, the public defender and Morgan County would enter into a separate agreement with separate compensation.

The public defender must have the following knowledge, skills, and abilities:

- Knowledge of legal and court policies, procedures, practices, terminology, and systems.
- Knowledge of state and federal laws, rules, and regulations.
- Previous criminal law and trial experience is preferred.
- Strong verbal and written communication skills.
- Ability to negotiate, problem solve, and make decisions effectively and efficiently.
- Must be proactive and self-motivated.
- Ability to adapt and be flexible.
- Strong customer service skills and remain client oriented.
- Ability to establish and maintain effective working relationships with clients, prosecutors, witnesses, judges, and court personnel.

### **Compensation Proposal**

Morgan County will pay the public defender \$48,000 annually (\$4,000 monthly) for indigent defense services rendered under the agreement.

Actual payment terms are subject to negotiation of an agreement with Morgan County.

### **Qualifications and Submission Requirements**

Morgan County will review the submitted qualifications and select a public defender based on the following information. Submissions must include, as a minimum, the following information:

- An introductory letter of interest including the applicant's name, business location, and a summary of the applicant's experience.
- A description of the attorney's and/or firm's overall practice area(s) and the services they can provide including an explanation of how these services will meet the County's needs for a public defender capable of handling felony and misdemeanor cases.
- A resume or Curriculum Vitae.
- Contact information for at least three references.
- If the applicant works as part of a law firm, the application must also include the names and resumes of other attorneys in the firm that may potentially provide services or assist in providing services under an agreement with the County.
- A signed copy of the Public Records Law Form (attached below).

The public defender must have a Juris Doctor from an accredited law school and maintain an active license and good standing with the Utah State Bar at all times during the period of the agreement.

The term of the agreement is two (2) years with an option to extend for an additional year, upon mutual agreement of the parties.

Submissions will be reviewed by a committee for qualifications, experience, and ability to comply with Morgan County's obligation to provide a constitutionally adequate defense. After reviewing submissions, the committee may elect to proceed with contract negotiations. Alternatively, the committee may conduct interviews or require further discussions prior to finalizing any agreement.

It is anticipated that the committee will select a public defender to begin providing indigent services to Morgan County beginning January 2, 2026.

### **Submittal Instructions**

Applicants shall submit their qualifications by:

1. Mail to PO Box 886, Morgan, Utah 84050 or hand delivery to the Morgan County Clerk/Auditor's Office at 48 West Young Street, Morgan, Utah 84050 **no later than 5:00 p.m. on December 19<sup>th</sup>, 2025**. The envelope must be labeled with the applicant's contact information and labeled "Public Defender RFQ"; or
2. Electronic mail, in PDF format, to [kbecker@morgancountyutah.gov](mailto:kbecker@morgancountyutah.gov) with the subject line titled "Public Defender RFQ" **no later than 5:00 p.m. on December 19<sup>th</sup>, 2025**. Submissions by email will not be reviewed until after the submission deadline.

## **PUBLIC RECORDS LAW FORM**

### **You must complete this form and return with your proposal**

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Government Records Access and Management Act (GRAMA). Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity what information is exempt from GRAMA and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Morgan County, the Commission, and its officers, employees, and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request for the record.

Name/Firm Name: \_\_\_\_\_

Authorized representative (print): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

## **Requirements/Standards Governing RFQ**

**SCOPE:** The following terms and conditions included in this section shall govern the submission of proposals. Any conflict with the terms and conditions contained in this section shall be controlled by the more restrictive term or condition. The County reserves the right to reject any proposals that do not conform to the terms or conditions in this document.

**ADDENDUM:** All changes in connection with the RFQ will be issued by the County in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the applicant's response.

**TAX EXEMPT:** Morgan County is exempt from federal and state taxes.

**LATE APPLICATIONS AND MODIFICATIONS OR WITHDRAWALS:** Applications received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the applicant is identified on the application envelope. Applications may be withdrawn or modified in writing prior to the submission deadline. Applications that are resubmitted or modified must be sealed and submitted to the County prior to the submission deadline.

**NEGOTIATION:** The County reserves the right to negotiate any and all elements of this proposal.

**TIME LIMIT TO EXECUTE CONTRACT:** The applicant must successfully execute a contract within the specified time after the County's notification to enter into contract. If the applicant fails to execute a contract within the required time, award to that applicant may be withdrawn and award made to the next highest rated applicant.

**CODES AND REGULATIONS:** All deliverables and work within the scope of this RFQ shall be completed by the applicant in conformance with all applicable codes and regulations.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** The successful applicant shall not assign, transfer, convey, or otherwise dispose of any contractual rights derived from this quotation request or its right, title, or interest in or to the same, or any part thereof, without the previous written consent of Morgan County.

**COLLUSIVE PROPOSALS:** The applicant certifies, by submission of an application, that their application is made without any previous understanding, agreement, or connection with any person, firm, or corporation making an application for the same services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Any evidence of collusion among applicants and prospective applicants acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such applicant void.

**CONFLICT OF INTEREST:** The award hereunder is subject to provisions of Utah State Statutes and Morgan County ordinances and policies. All applicants must disclose with their application the name of any officer, director, or agent who is also an employee of Morgan County. Further,

all applicants must disclose the name of any Morgan County employee who owns, directly or indirectly, any interest in the applicant's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the County.

**DISCLAIMER OF LIABILITY:** Morgan County or any of its agencies will not hold harmless or indemnify any applicant for any liability whatsoever.

**HOLD HARMLESS:** The applicant agrees to protect, defend, indemnify, and hold Morgan County, its officers, commissioners, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the applicant, its agents, employees, or representatives, in the performance of the applicant duties under any agreement resulting from award of this proposal. The applicant further shall agree to investigate, handle, respond to, provide defenses for, and defend any such claims, etc., even if such claim is groundless, false, or fraudulent.

**ANTI-DISCRIMINATION CLAUSE:** No applicant on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

**PUBLIC RECORD:** Morgan County is governed by GRAMA. Information or data pertinent to the applicant's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the applicant's proposal. Morgan County requests that a minimum amount of confidential material be used by the applicant in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under an circumstance.

**INCURRED EXPENSES:** This proposal does not commit Morgan County to make an award nor shall the County be responsible for any cost or expenses which may be incurred by any applicant in preparing and submitting any offer, or expenses incurred by any applicant prior to the execution of a contract agreement.

**NO WAIVER OF FUTURE RIGHTS:** No provision in this document or in the applicant's proposal shall be construed, expressly or by implication, as a waiver by Morgan County of any existent or future right and/or remedy available by law in the event of any claim, default, or breach of contract.

**RFQ DISCLAIMER:** Morgan County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any applicant, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the applicants, reject any or all proposals,

without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.