

**TOOELE COUNTY
LEGAL DEFENDER AGREEMENT
DISTRICT COURT CONFLICT COUNSEL**

THIS AGREEMENT is entered into this 15th day of November 2016, by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter referred to as "County"), and **EDWARD K. BRASS** and **KIM CORDOVA**, of **BRASS & CORDOVA**, 175 East 400 South, Suite 400, Salt Lake City, Utah 84111 (hereinafter referred to as "Legal Defenders").

WHEREAS, County recognizes its obligation as a political subdivision of the State of Utah to provide legal counsel for certain indigent persons who are subject to the jurisdiction of the various courts located in Tooele County; and

WHEREAS, it is in the public interest to memorialize an agreement between County and Legal Defenders to provide legal counsel for the indigent Defendant, Jesus Eldon Aragon.

NOW, THEREFORE, County and Legal Defenders hereby agree as follows:

1. IDENTITY OF LEGAL DEFENDERS. Legal Defenders are attorneys at law, duly licensed by the Utah State Bar to practice before the state and federal courts of the State of Utah. Legal Defenders hereby accept the legal defender position as independent contractors and not as employees of County. Legal Defenders may not associate with other attorneys for the purpose of providing services under this agreement.

2. DUTIES. Legal Defenders agree to represent Jesus Eldon Aragon in Case # 161300460 filed in the Third District Court in Tooele. Legal Defenders agree to provide competent legal services in accordance with law and the Code of Professional Ethics. Any appeals resulting from this case will be handled by separate contract.

3. COMPENSATION. In consideration of such representation, County shall pay Legal Defenders the hourly rate of One Hundred Fifty Dollars (\$150) plus costs. The maximum compensation payable under this agreement shall be Ten Thousand Dollars (\$10,000). Legal Defenders shall not be entitled to any additional compensation from County, other than as provided for by this agreement.

4. COSTS. County agrees to pay all indigent transcript costs and any other court costs required by law for the case specified in this agreement.

5. RECOUPMENT OF FEES. Should any court order the Defendant to pay for some or all of the attorney's fees of Legal Defenders acting under this agreement, such fees shall be paid to the County through the Court. Legal Defenders agree that County and/or Court shall bear the responsibility for collecting such fees.

6. FILE. Legal Defenders agree to maintain a file on this case consistent with the rules of professional responsibility.

7. EFFECTIVE DATE - TERM. This agreement shall take effect upon signing and shall continue until the conclusion of the representation of Jesus Eldon Aragon on this case before the District Court. Any other amendments to this agreement shall be made only with the same formality as provided by this agreement.

8. NON-ASSIGNABILITY. This agreement is in the nature of a contract for personal services and is not assignable by any party without the prior written consent of the other parties hereto.

9. NON-DISCRIMINATION. Legal Defenders shall not discriminate against Defendant on the basis of race, creed, sex, religion, national origin, or age.

LEGAL DEFENDERS

EDWARD K. BRASS

TOOELE COUNTY

WADE B. BITNER, Chairman
Tooele County Commission

KIM CORDOVA

ATTEST:

MARILYN K. GILLETTE, Clerk/Auditor

