

**TOOELE COUNTY
LEGAL DEFENDER AGREEMENT**

THIS AGREEMENT is entered into this 5 day of December 2017, 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 **JACOB L. LINARES**, 7 South Main, Suite #305 (P.O. Box 519), Tooele, Utah 84074 (hereinafter referred to as "Legal Defender").

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 Defender to provide legal counsel for the indigent Defendant, April Dawn Carter.

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

1. IDENTITY OF LEGAL DEFENDER. Legal Defender is an attorney at law, duly licensed by the Utah State Bar to practice before the state and federal courts of the State of Utah. Legal Defender hereby accepts the legal defender position as an independent contractor and not as an employee of County. Legal Defender may not associate himself with other attorneys for the purpose of providing services under this agreement.

2. DUTIES. Legal Defender agrees to represent April Dawn Carter in Case # 171300641 filed in the Third District Court in Tooele. Legal Defender agrees to provide competent legal services in accordance with law and the Rules of Professional Conduct. Any appeals resulting from this case will be handled by separate contract.

3. COMPENSATION. In consideration of such representation, County shall pay Legal Defender 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 Defender 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 Defender acting under this agreement, such fees shall be paid to the County through the Court. Legal Defender agrees that County and/or Court shall bear the responsibility for collecting such fees.

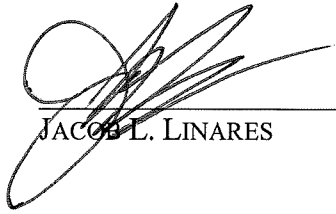
6. FILE. Legal Defender agrees to maintain a file on this case consistent with the Rules of Professional Conduct.

7. EFFECTIVE DATE - TERM. This agreement shall take effect upon signing and shall continue until the conclusion of the representation of April Dawn Carter 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 Defender shall not discriminate against Defendant on the basis of race, creed, sex, religion, national origin, or age.

LEGAL DEFENDER



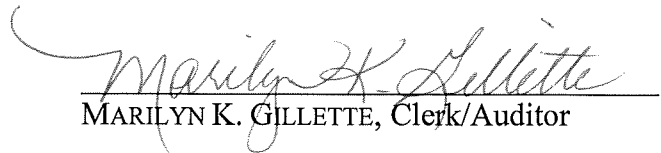
JACOB L. LINARES

TOOELE COUNTY



WADE B. BITNER, Chairman
Tooele County Commission

ATTEST:



MARILYN K. GILLETTE, Clerk/Auditor

