

**TOOELE COUNTY  
LEGAL DEFENDER AGREEMENT  
JUVENILE COURT CONFLICTS COUNSEL**

**THIS AGREEMENT** entered into this 20<sup>th</sup> day of February 2018, is by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter "County"), and **RICHARD J. TANNER** and **JAMES R. TANNER**, of **TANNER LAW OFFICE PLLC**, 250 South Main, Tooele, Utah 84074 (hereinafter referred to as "Legal Defenders").

**WHEREAS**, County regularly contracts with independent legal defenders to provide legal services for certain persons, but such legal defenders on occasion have conflicts of interest which prevent them from performing their duties as legal counsel; and

**WHEREAS**, Attorneys are willing to provide legal representation for County when such conflicts arise in Juvenile Court.

**NOW, THEREFORE**, County and Attorneys hereby enter into the following agreement:

1. **APPOINTMENT OF LEGAL DEFENDERS:** Richard Tanner and James Tanner are attorneys at law, duly licensed by the Utah State Bar to practice before the State and Federal courts of the State of Utah. County hereby contracts with Attorneys to serve as legal defenders, subject to the court's appointment of Attorneys to so act in such cases. Attorneys hereby accept such appointment as independent contractors and not as employees of County.

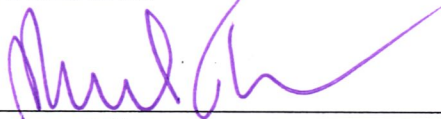
2. **COMPENSATION:** In consideration of such representation, County agrees to pay Attorneys the sum of Seventy-Five dollars (\$75.00) per hour. Attorneys shall not be entitled to any additional compensation for their services from County, other than as provided for by this agreement.

3. **OTHER COMPENSATION:** It is specifically understood that Attorneys will accept no other payment for the work provided herein other than that received from County pursuant to this agreement. In the event the court orders recoupment of attorney fees from defendants, all of such recoupment shall belong to County.


4. **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 party hereto.

5. **NON-DISCRIMINATION:** Attorneys shall not discriminate against any person they represent pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

**ATTORNEYS**

  
\_\_\_\_\_  
RICHARD J. TANNER

**TOOELE COUNTY**

  
\_\_\_\_\_  
WADE B. BITNER, Chairman

**ATTEST:**

  
\_\_\_\_\_  
JAMES R. TANNER

  
\_\_\_\_\_  
MARILYN K. GILLETTE, Clerk/Auditor

