

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

**THIS AGREEMENT** is entered into this 21<sup>st</sup> day of June 2011, 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 **JOND. WILLIAMS**, 341 South Main, Suite #406, Salt Lake City, Utah 84111 (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 to certain indigent persons;

**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 Juan Camargo in case # 101300513 filed in the Third District Court in Tooele. Legal Defender agrees 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 Defender the hourly rate of \$75 per hour plus costs. Attorney shall not be entitled to any additional compensation for his services 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 any person represented under this agreement.

5. RECOUPMENT OF FEES. Should any court order a person to pay for some or all of the attorney's fees of Legal Defender acting under this agreement, Legal Defender shall immediately pay such fees to County or have the person pay County directly. Legal Defender agrees that County shall bear the responsibility for collecting such fees.

6. FILES. Legal Defender agrees 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 Juan Camargo 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 any person they represent pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

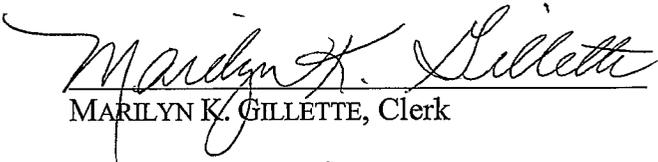
**LEGAL DEFENDER**

  
\_\_\_\_\_  
JON D. WILLIAMS

**TOOELE COUNTY**

  
\_\_\_\_\_  
COLLEEN S. JOHNSON, Chairman  
Tooele County Commission

**ATTEST:**

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

