

**TOOELE COUNTY LEGAL DEFENDER
APPELLATE AGREEMENT**

THIS AGREEMENT entered into this 17th day of January 2012, is by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter "County"), and **JOHN P. PACE**, 8 East Broadway, Ste. 410, Salt Lake City, Utah 84111, (hereinafter "Attorney").

WHEREAS, Duane K. Wyman, an indigent in two criminal cases in District Court desires to file a first appeal of right and/or other related motions for Cases 111300137 and 111300355 and Attorney is willing to provide legal representation for Mr. Wyman; and

WHEREAS, County is obligated to pay the costs and expenses of such appeals pursuant to Utah Code 77-32-304, 304.5, and 305.

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

1. **APPOINTMENT OF LEGAL DEFENDER.** John P. Pace 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. County hereby contracts with Attorney to serve as a legal defender for Duane K. Wyman, subject to the court's appointment of Attorney to so act in these cases. Attorney hereby accepts such appointment as an independent contractor and not as an employee of County.

2. **COMPENSATION.** In consideration of such representation, County agrees to pay Attorney the sum of Four Thousand Dollars (\$4,000.00) plus costs (copies, transcripts, travel, electronic research, etc.). Attorney shall also be entitled to an additional Three Thousand Dollars (\$3,000) if an Oral Argument is required before the court. In the event that an appellate brief is not filed, Attorney agrees to accept One Hundred Forty Dollars (\$140.00) per hour for services rendered (consultation, research, motions, etc.), not to exceed Four Thousand Dollars (\$4,000.00). Attorney

shall submit an invoice to the County for payment when the appellate brief has been filed, when oral argument has been granted, or upon completion of services (withdrawal of appellate counsel has been granted) if billing hourly.

3. **OTHER COMPENSATION.** It is specifically understood that Attorney 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 Mr. Duane K. Wyman, 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.** Attorney shall not discriminate against any person he represents pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

ATTORNEY

JOHN P. PACE

TOOELE COUNTY

Colleen S. Johnson

COLLEEN S. JOHNSON, Chairman
Tooele County Commission

ATTEST:

Marilyn K. Gillette

MARILYN K. GILLETTE

