

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT effective the 1st day of August, 2016 and continuing through June 30, 2019, subject to section Twelve (12) herein, by and between Roosevelt City, a Municipal Corporation in Duchesne County of the State of Utah, hereinafter referred to as "City", and Morrison & Morrison L.C., of Salt Lake City, Utah, hereinafter referred to as "Attorney".

WHEREAS, Roosevelt City, in accordance with Chapter 32 of Title 77, Utah Code Annotated, is required to furnish legal representation for defendants in cases filed in the District Court of Roosevelt City, which defendants are indigent and are unable to obtain defense counsel in criminal cases; and

WHEREAS, City desires to employ an attorney to provide legal services for indigent adult criminal defendants; and

WHEREAS, Attorney is fully qualified to provide representation to indigent defendants, and

WHEREAS, Attorney desires to provide said legal services in exchange for payment as described herein.

NOW THEREFORE, City by and through its City Council, and Attorney hereby enter into the following agreement:

TERM

1. This agreement shall take effect retroactively on August 1, 2016 and shall continue in operation through June 30, 2019; subject to section twelve (12) herein.

COMPENSATION

2. City hereby agrees to pay Attorney for all legal services agreed upon herein, the

following annual sums:

3.

a. August 01, 2016 through June 30, 2017: Twenty-Five Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$25,666.67). Payable as follows: Eleven monthly payments of Two Thousand, Three Hundred Thirty Three Dollars and Thirty-Three Cents (\$2,333.33).

July 1, 2017 through June 30, 2018: Twenty Eight Thousand Dollars (\$28,000.00) increased by the Consumer Price Index ("CPI") as determined by the "All Items Index" over the previous 12 months, located at

<http://www.bls.gov/news.release/cpi.nr0.htm>. If the CPI drops below 0%, compensation shall increase by 0%. If the CPI increases to above 3%,

compensation shall be capped at 3%. The increase shall be calculated in May and shall take effect in July. Payable in twelve (12) equal monthly installments.

b. July 1, 2018 through June 30, 2019: The total annual amount paid in the previous Twelve (12) month term increased by the Consumer Price Index ("CPI") as determined by the "All Items Index" over the previous 12 months, located at

<http://www.bls.gov/news.release/cpi.nr0.htm>. If the CPI drops below 0%, compensation shall increase by 0%. If the CPI increases to above 3%,

compensation shall be capped at 3%. The increase shall be calculated in May and shall take effect in July. Payable in twelve (12) equal monthly installments.

Attorney shall submit an invoice to City on or after the tenth day of each month but before the twentieth day of each month. Said monthly sums are to be paid by City to

Attorney on or about the last day of each month, or as agreed during the period of the contract.

4. It is specifically understood that Attorney will accept no other payment for work provided herein other than that received from City pursuant to this agreement. In the event the Court orders restitution from any defendant for attorney fees and costs, all said restitution shall belong to the City.

SCOPE OF WORK

5. In exchange for the payments agreed to be made herein by City, Attorney hereby agrees to provide competent legal representation as follows: All indigent adult criminal defendants in the District Court of Roosevelt City, accused of violations of the criminal law. Said representation shall be subject to the provisions of sections Five (5), Six (6), Seven (7), Fourteen (14) and Fifteen (15) herein. Attorney shall attend all appearances in all criminal proceedings in which representation is being provided by Attorney subject to this agreement.
6. Representation of indigent defendants shall be up through and including the filing of the notice of appeal, but not the appeal itself.
7. Attorney will be required to arrange alternative legal representation for the first indigent defendant in any criminal episode in which the Judge presiding over the case disqualifies Attorney for a conflict of interest without additional cost to the City. The Court will appoint and the City will compensate at its own expense alternative legal representation for the second and any additional indigent defendants in any criminal episode in which the Judge presiding over the case disqualifies Attorney for a conflict

of interest.

8. Attorney will not be required to represent an indigent defendant, under the terms of this agreement, if one or more of the charges are Felonies.
9. Nothing in this agreement shall limit the scope of Attorney's ability to practice in any court and/or in any area of law. Attorney's choice to practice in other courts and or areas of law shall not excuse or relieve Attorney from the duties and/or provisions of this agreement. It is specifically agreed that if a conflict of interest arises, within the scope of this agreement, as a result of Attorney's representation of any entity or client outside the scope of this agreement, past, present or future, then Attorney shall arrange for alternative counsel to provide all services within this agreement at no additional cost to City.

ADDITIONAL EXPENSES

The parties agree herein that investigatory resources will be provided by Attorney except for ~~A~~ "Serious offenses" ~~@~~ as defined by Utah Code Annotated 77-32-201(9); City agrees to pay for any investigatory resources approved by the Court for ~~A~~ "Serious offenses" ~~@~~. Furthermore; City agrees to pay all indigent transcript costs, and expert witness costs approved by the Court, and any other court approved costs required by said indigent.

Routine travel, telephone, postage, and office expenses shall be the responsibility of the Attorney. Necessary travel or other expenses which are unusual and present a significant hardship may be paid by City upon prior approval by the City Manager.

LOCAL AVAILABILITY TO CLIENTS

Attorney agrees to establish and maintain local communications (phone) and an ability to meet locally with defendants to effectively serve their needs on a local basis. The terms of this provision shall be considered a material term and failure to abide by said term will be a material breach.

INDEPENDENT CONTRACTOR

Attorney is hereby retained in the capacity of independent contractor and not as an employee of the City.

AUTOMATIC RENEWAL

10. In the absence of written notice provided to one party by the other, not less than Sixty (60) days in advance of the scheduled agreement termination date, this agreement shall automatically renew for a subsequent Twelve (12) month term. Said renewal may be subject to negotiation concerning the annual sums to be paid by City to Attorney for the subsequent Twelve (12) month term. Absent an agreement between the parties modifying the annual sums to be paid said renewal shall be calculated in the same manner as the annual sum paid from July 1, 2018 through June 30, 2019.
11. In the event this contract is terminated by either party and the City and Attorney do not enter into a different agreement, the Attorney shall complete those existing cases where it is not feasible for the Attorney to immediately withdraw. Compensation for such cases shall be under the then-prevailing hourly rate being paid to attorneys who handle conflict-of-interest cases, that rate currently being Fifty Dollars and No Cents (\$50.00) per hour.

TERMINATION

12. Either party to this agreement may, with or without cause, after giving not less than Sixty (60) days prior written notice, terminate his or its obligations herein.

DISQUALIFICATION

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14. If Attorney is disqualified, for any reason including but not limited to pending litigation in which Attorney is a party, by any or all of the courts in which services are provided pursuant to this agreement or by the Utah State Bar then Attorney shall be responsible for costs incurred by the City in providing substitute counsel for indigent defendants. Responsibility for substitute counsel costs shall continue until either this agreement terminates pursuant to section fourteen (14) herein or disqualification is resolved and City no longer is incurring substitute counsel costs.

GOVERNING LAW

15. This agreement shall be governed by and construed under the laws of the State of Utah.

ENTIRE AGREEMENT

16. This is the entire agreement between the parties as to this subject matter and replaces and supersedes any prior written agreements. Any changes must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have execute this agreement on August 25th, 2016.

Attest:

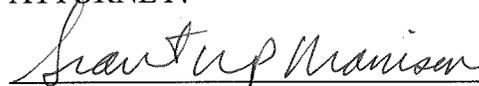
Carolyn Wilcken
Carolyn Wilcken

ROOSEVLET CITY MAYOR

Vaun D. Ryan
Vaun Ryan, Mayor

City Recorder

ATTORNEY:

A handwritten signature in cursive script, appearing to read "Grant W. P. Morrison", is written over a horizontal line.

Grant W. P. Morrison, Partner

Matthew G. Morrison
Attorney at Law
Morrison & Morrison, L.C.

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