

1-5-2011

**GRANTSVILLE CITY
PUBLIC DEFENDER CONTRACT**

PUBLIC DEFENDER CONTRACT: For and in consideration of payments to be made by Grantsville City Corporation, hereinafter "Grantsville City," the undersigned Attorney, hereinafter "Attorney," agrees to act as Grantsville City's Public Defender and to carry out to the best of his ability, experience, and talents all the duties imposed upon him by this Contract.

SCOPE OF WORK: Grantsville City hereby hires Attorney, as an independent contractor, to act as a public defender. Attorney hereby agrees to such hiring. Attorney shall defend all persons who have been deemed indigent by a Court of competent jurisdiction in all criminal actions brought in the name of Grantsville City Corporation and pursuant to Utah law regarding the defense of indigent persons, including all appeals taken from the Grantsville City Justice Court to the Third District Court. Attorney shall provide services to all clients in a professional skilled manner, consistent with Utah Supreme Court's Rules of Professional Practice including the Rules of Professional Conduct. Attorney shall devote such time as maybe required to properly and professionally represent indigent defendants who he is appointed to represent. Attorney shall attend court when required and shall be available to meet with his clients in Grantsville City prior to court and to be available by phone at other times for consultation. This Contract shall also include Attorney representing all defendants whose cases have not been concluded as of the effective date of this Contract, when said defendants have been previously assigned by a Court to a Grantsville City Public Defender.

QUALIFICATIONS: Attorney shall satisfy the minimum requirements for practicing law in the State of Utah as determined by the Utah Supreme Court. Six of Attorney's every two years required continuing legal education (CLE) credits shall be in spent in courses relating to criminal law practice. Attorney agrees to provide the City with written verification of compliance of the CLE requirements of this Contract within thirty days following Attorney's deadline to file his CLE report with the State Bar Association. Attorney's requirement to obtain criminal law practice CLE credits shall not, in any event, be required prior to one year following the effective date of this agreement.

COMPENSATION: Grantsville City shall pay Attorney for his services, a monthly retainer fee of \$500.00. Attorney shall be paid on a monthly basis on the City's regular accounts payable system. The fees for the first or last partial month(s) that this agreement is in effect shall be prorated on a daily basis and all monthly payments shall be paid within 15 days following the end of each month that this agreement is in effect. Grantsville City in cooperation with its Justice Court Judge, agrees that each defendant represented by Derrick Larson and appointed pursuant to the above referenced Public Defender Contract, will be assessed a public defender recoupment fee of at least \$100.00 per case and that the Court will order each defendant to pay \$100.00 of any recoupment fee assessed, directly to the Derrick Larson Law Office. If the recoupment fee is not assessed, Public Defender has a duty to notify the Court, to assure that the fee is assessed, and if Public Defender fails to bring this issue to the Court, said fee shall be waived by Public Defender. Said recoupment fee shall be considered additional compensation under the Public Defender Contract.

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SCHEDULING: Grantsville City in cooperation with its Justice Court Judge, agrees to consolidate the law and motion calendar and a pretrial conference calendar for the Derrick Larson Law Office LLC, defendants, to two Fridays per month. Trials and evidentiary hearings will continue to be scheduled on Thursdays as necessary.

TERM: This Contract shall commence on January 1, 2011, and shall continue indefinitely thereafter unless terminated as provided for hereafter.

INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this agreement, it being understood that Attorney will act hereunder as an independent contractor, and Attorney shall have no claim, under this agreement or otherwise, against Grantsville City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability or unemployment insurance benefits, or employee benefits of any kind except as stated above. Attorney shall provide at no expense to Grantsville City, any necessary support equipment, library and personnel to timely and professionally fulfill the obligations of this contract.

CONFLICT OF SERVICES: In the event that Attorney shall have a conflict of interest in providing public defender services under this Contract, then Attorney shall immediately advise the Justice Court Judge and the Mayor.

WAIVER AND MODIFICATION: No waiver or modification of this Contract, or any portion thereof, shall be valid unless in writing and duly execute by the party to be charged herewith.

TERMINATION: This Contract may be terminated for a breach of its terms and conditions immediately if said breach is not remedied within 14 days of receipt of written notice of the breach and a demand to come into compliance. Either party may also terminate this Contract with or without cause by giving thirty (30) days written notice to the other party of such intent.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other party, its officers, agents, and employees from and against all claims, lawsuits, damage, injury, or liability claims however caused by said party, its agents, or employees or clients.

SEVERABILITY: The provisions of this Contract are severable. In the event any of them are held invalid by any Court, this Contract shall be interpreted as if such invalid provisions were not contained herein.

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COMPLETE AGREEMENT: This Contract contains the complete agreement between the parties. Each of the parties acknowledges that he has relied on his own judgment in entering into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on this 6th day of January, 2011.

GRANTSVILLE CITY CORPORATION

ATTEST:



Mayor Brent K. Marshall



Rachel Wright, City Recorder

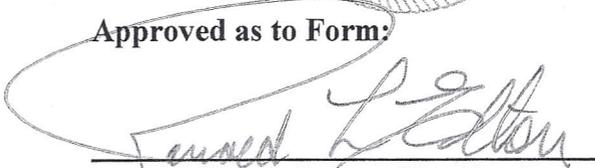


**Derrick Larson Law Office LLC
Derrick K. Larson- Manager**

(SEAL)



Approved as to Form:



Ronald Elton, Grantsville City Attorney