

TOWN OF LEEDS

RESOLUTION NO. 2017-02

RESOLUTION APPROVING LEGAL SERVICES AGREEMENT

WHEREAS, the Town of Leeds is in need of legal counsel to provide public defender services for the Town; and

WHEREAS, the Town of Leeds has received and reviewed a proposal for legal services from Caleb Cottam.


NOW, THEREFORE, at a meeting of the Leeds Town Council duly called, noticed and held on the 22nd day of February, 2017, and upon motion duly made, seconded and passed as set forth below:

BE IT RESOLVED that the Legal Services Agreement between the Town of Leeds and Caleb Cottam, attached hereto, is hereby approved and the Mayor is authorized to sign such agreement.

| | | |
|--------------------------------|---|------------------------------|
| Mayor Wayne Peterson | Aye <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Councilperson Ron Cundick | Aye <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Councilperson Angela Rohr | Aye <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Councilperson Elliott Sheltman | Aye <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> |
| Councilperson Nate Blake | Aye <input type="checkbox"/> | Nay <input type="checkbox"/> |

This Resolution is effective on February 22, 2017.

Dated this 22nd day of February, 2017.



Wayne Peterson, Mayor

ATTEST:



Kristi Barker, Town Clerk

CRIMINAL PROSECUTION SERVICES AGREEMENT

THIS AGREEMENT, effective as of February 22, 2017, is hereby made by and between the Town of Leeds, a Utah municipal corporation (hereinafter referred to as "Town"), and Caleb Cottam (hereinafter referred to as "Public Defender"):

WITNESSETH:

WHEREAS, the Town is in need of a criminal public defender to defend against criminal charges brought by the Town for violations of Town ordinances and laws; and

WHEREAS, Public Defender is able to provide the services for the Town as desired by the Town.

NOW THEREFORE, the parties hereto agree as follows:

1. Legal Services. Town does hereby engage Public Defender to perform criminal defense services as needed and requested by the Town during the term of this Agreement. Such services shall include the taking all reasonable and necessary actions to defend against criminal charges filed by the Town, including appearance at trial, and all other actions necessary or required to adequately and effectively defend against criminal charges filed by the Town. Public Defender agrees to defend against all ordinance and other law violations to the best of his ability.

2. Fees and Costs. For services rendered to the Town on criminal matters, the Town agrees to pay Public Defender at the rate of \$110.00 per hour. Time for attorney services shall be billed in one-tenth of an hour increments. Charges for copies made in Public Defender's office will be billed at \$0.10 per page and faxes shall be billed at \$0.25 per page, sent or received. Filing fees, litigation costs, other copying costs, service of process fees, witness fees, and other similar fees or costs, shall be the responsibility of Town. Fees and costs will be billed to Town on a monthly basis. Public Defender's billing rate shall be subject to negotiation each year in connection with the annual renewal of this Agreement.

3. Attorney Office. Public Defender shall maintain an office in Washington County, Utah and shall be properly licensed to practice law in the state of Utah.

4. Term and Termination. This Agreement shall remain in effect until 12:00 a.m. on January 1, 2018. Thereafter, this Agreement shall continue in place for a period of one year, unless either party provides notice of non-renewal on or before October 31 of any year that the Agreement is in effect. Notwithstanding the above, this Agreement may be terminated by either party, without cause, by such party providing sixty (60) days written notice to the other party.

5. Breach of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney fees incurred in enforcing the terms hereof.

6. Authorized Agreement. Each party hereby represents and warrants that its governing body has taken all action as required by law to approve this Agreement and to authorize execution of this Agreement on behalf of that party.

7. Miscellaneous Provision.

a. This Agreement shall be governed by and construed under the laws of the State of Utah.

b. This Agreement may be amended from time to time by mutual written agreement between the parties.

c. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

d. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

TOWN

PUBLIC DEFENDER



Wayne Peterson, Mayor



Caleb Cottam

ATTEST:



Kristi Barker, Town Clerk/Recorder