

## **AGREEMENT FOR LEGAL SERVICES**

### **PARTIES**

This Agreement is between The Utah Association of Counties (UAC), a Utah nonprofit corporation, with offices at 5397 S. Vine St., Murray, UT 84107, and San Juan County, Utah, (County), whose attorney's office is located at 297 South Main Street, Monticello, UT 84535.

### **RECITALS**

WHEREAS, the County provides important governmental services within its boundary that frequently involve legal issues.

WHEREAS, UAC's mission is to help counties provide effective services.

WHEREAS, UAC has legal resources available to assist county attorney's offices in their responsibility to give legal advice to county officials, and

WHEREAS, the County's governing body and its county attorney desire to utilize these UAC resources.

NOW THEREFORE, the County and UAC agree as follow.

### **I. SCOPE OF SERVICES**

A. Special Deputy. The County Attorney shall provide a letter designating one or more attorneys that are employed or contract with UAC as special deputies (UAC Special Deputy Attorney). That letter may limit the scope of services provided by UAC, and if there is any conflict between the scope of services described in that letter and this Agreement, the county attorney's letter shall govern the scope of services. The county attorney's letter may be rescinded or modified at any time by the county attorney.

B. Scope of Services. The UAC Special Deputy may provide legal services to the County regarding the County's fulfilling its function as a governmental entity. However, no UAC Special Deputy may provide legal services that would be provided by the county's insurance carrier. Additionally, the UAC Special Deputy may not provide service if doing so would create a conflict of interest with UAC or another county that is a member of UAC.

C. Limited Resources. The UAC Special Deputy has discretion to turn down or limit services on any specific projects due to workload and time management.

### **II DURATION**

The Agreement shall begin on the date it is fully executed and shall continue until December 31, 2026. The County legislative body or the County Attorney may cancel the Agreement at any time and for any reason with written notice. UAC may cancel the Agreement for any reason with thirty days written notice. Unless cancelled, the Agreement shall automatically renew for a

period of one year. There is no limit to the number of times the Agreement may automatically renew.

**IV. PROFESSIONAL SERVICES FEE**

In consideration for the above referenced services to be performed by UAC, the County agrees to pay an annual fee of \$10,000. Unless otherwise negotiated and approved in advance, this fee includes payment for all legal services and out of pocket expenses incurred by UAC in the normal course of this representation, such as airfare, travel, and meals incidental to the representation. UAC will invoice the County for this fee.

**V. SIGNATURE BLOCK**

SAN JUAN COUNTY, UTAH

\_\_\_\_\_  
[], County Commission Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[], County Clerk-Auditor

Approved as to Form:

\_\_\_\_\_  
Mitchell Maughan, San Juan County Attorney

UTAH ASSOCIATION OF COUNTIES

\_\_\_\_\_  
Brandy Grace, CEO

Date: \_\_\_\_\_