

## GRAMA Notice of Appeal to State Records Committee

**Note:** Utah Code § 63G-2-403 (GRAMA) provides that any person may further appeal the chief administrative officer's denial of an appeal by filing a notice of appeal with the State Records Committee. This notice must be filed within 30 days of the response from a governmental entity's chief administrative officer or no later than 45 days after the records request was made if the following occur: the governmental entity claims extraordinary circumstances, and the chief administrative officer failed to make a determination.

### Requester's information

Name: Scott L. Gollaher Date: 11/02/2018

Address: [REDACTED] City/State/Zip:

Daytime telephone number: none, [REDACTED]

### Make request to

SRC Executive Secretary  
346 South Rio Grande Street  
Salt Lake City, Utah 84101  
[gproctor@utah.gov](mailto:gproctor@utah.gov)

### Explanation of Relief Sought

**Note:** Relief can relate to conflicts over denial of access to records (Utah Code § 63G-2-402) as well as disputes over fees (Utah Code § 63G-2-203(6)) or extraordinary circumstances (Utah Code § 63G-2-402).

The State Records Committee can also use the weighing provision to order the release of records that are properly restricted if it determines that the interests favoring access are greater than or equal to the interests favoring restriction (Utah Code § 63G-2-203(11)).

This is an appeal of the Morgan County Chief Administrator's effective denial of requester's October 5, 2018 appeal of GRAMA request dated September 5, 2018

Requester appeals to the State Records Committee the Chief Administrator's denial – by again failing to respond in any manner – of requester's October 5, 2018 appeal (Attachment A). Clearly the records sought therein exist, or should exist, pursuant to the contracts of Mr. Uday and Mr. Fujino with Morgan County, more fully laid out in requester's appeal to council chair Ned Meham. The contracts make plain that the records sought exist, but have not been provided to Requester. (Attachment B is Mr. Fujino's contract with Morgan County. Attachment C is Mr. Uday's contract with Morgan County.)

Without question these records will further support a showing of Mr. Farris' incompetence, acting in his role as Morgan County Attorney, which records he has and continues to conceal. Requester hopes the SRC will do its duty and require Morgan County to immediately produce all records sought in his September 5, 2018, GRAMA request. These records pertain to his criminal appeal and substantially affect his rights to an appeal, for which Morgan County, via Mr. Farris, has abrogated its duty. Therefore Requester respectfully requests the SRC's assistance in ending Morgan County's (via Mr. Farris) obstruction of GRAMA by an order directing Morgan County to produce the records.

### Inclusions for notice of appeal

The State Records Committee requires documentation and has specific appeals procedures which are outlined in Administrative Rule: Title R35. Administrative Services, Records Committee, and should be reviewed by a petitioner.

This petition to appeal to the State Records Committee requires the following attachments or inclusions:

- Statement of facts, reasons, and legal authority in support of this appeal  
(see Utah Code § 63G-2-403(3)(b)).
- Original GRAMA request
- Notice of denial from the governmental agency's records officer
- Notice of appeal to the governmental entity's chief administrative officer (Optional)
- Notice of decision from the governmental entity's chief administrative officer

This notice of appeal must, **on the same day**, also be forwarded to the governmental entity to which the records request was made (Utah Code § 63G-2-403(3)).

- Notice of appeal sent to agency

### Request assistance

A petitioner may request assistance from the government records ombudsman. The ombudsman's responsibility is to serve as a resource for a person who is filing an appeal relating to a records request. The ombudsman may also attempt to mediate disputes between requesters and responders (Utah Code § 63A-12-111(2)).

Rosemary Cundiff  
346 South Rio Grande Street  
Salt Lake City, Utah 84101  
[rcundiff@utah.gov](mailto:rcundiff@utah.gov)  
(801) 531-3858

## Scott Gollaher

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**From:** Scott Gollaher <scott\_gollaher@hotmail.com>  
**Sent:** Friday, October 05, 2018 11:06 PM  
**To:** 'nmecham@morgan-county.net'  
**Cc:** 'sclark@morgan-county.net'; 'dallantyne@morgan-county.net'; 'rolandh@morgan-county.net'; 'tcannon@morgan-county.net'; 'jbarber@morgan-county.net'; 'rkilmer@morgan-county.net'; 'aturner@morgan-county.net'  
**Subject:** GRAMA appeal of Morgan County's non-response to GRAMA request of 9/5/2018  
**Attachments:** GRAMA Appeal 10-05-2018.pdf

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CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the use of the individual(s) named above. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.  
\*\*\*\*\*

Scott Gollaher  
131 1<sup>st</sup> Avenue, Suite 502  
Salt Lake City, Utah 84103

October 5, 2018

Ned Mecham, Council Chair  
Morgan County Chief Administrator  
48 West Young Street  
Morgan, Utah 84050

RE: Appeal of GRAMA request dated 9/5/2018

Dear Mr. Mecham:

This is an appeal from Morgan County's failure to respond to a GRAMA request for records dated 9/5/2018 (Attachment A). Not surprisingly, particularly under the associated facts of the specific records sought, Morgan County – apparently via Mr. Farris – is again withholding government records that will expose his incompetence, in this instance in contracting with Mr. Richard Uday, which has come at great expense to the citizens of Morgan County and myself.

Mr. Uday has characterized to me that he received an advance payment of nearly \$12,000 as a "signing bonus" from Morgan County for appellate services for which the Court of Appeals had actually disqualified him from engaging in such contract. Mr. Farris was reckless in his failure to discover that Mr. Uday was actually disqualified under the rules from accepting and entering into the contract with Morgan County, which information was easily available with a phone call to the Court of Appeals or which even a most basic investigation into Mr. Uday would have revealed, along with Mr. Uday's sordid past criminal conduct and incompetence for which he was removed from representing past clients as appellate counsel. It is clear Mr. Farris has intentionally not permitted to be provided, or has not provided, the requested records. I understand his continuing need to conceal these and other records to hide the depths to which he is willing to go in his reckless charging and dishonest conviction of me, which has and continues to cost the citizens of Morgan County and myself greatly.

The Morgan County contracts with both Mr. Fujino and Mr. Uday require, under section 6B, that the contractees (Mr. Fujino, Mr. Uday) have malpractice insurance and that they were required to provide proof of that insurance with an "appropriate certificate of insurance as evidence of that coverage upon the execution of the contract." These certificates of insurance are records which Morgan County has, or should have, and are the records, in part, sought by this GRAMA. The fact that Mr. Uday entered into a contract with Morgan County falsely, representing in that

contract that he “is qualified to be appointed as defense appellate counsel in this first appeal of right,” and took County funds which he has not earned is criminal. This fact doesn’t get Mr. Farris off the hook for failing to perform his due diligence to protect the coffers of Morgan County.

Mr. Uday’s contract also requires under Section 2 (Compensation), subsection E, that Mr. Uday is to have submitted billing statements sufficiently itemizing, describing, the services performed. Sections 8 and 9 address the process and review of the detailed review by Bryan Baron of Weber County Attorney’s civil division. Thus the GRAMA request included copies of all detailed billing statements submitted by Mr. Uday to Morgan County and/or Bryan Baron, an agent of Morgan County in this matter, for payment along with invoices and payment receipts.

Recently I learned that Mr. Fujino, whose certificate of insurance is also sought in the GRAMA request, cut a deal with Mr. Farris to waive all fees to which he might arguably claim he was entitled if Mr. Farris would stipulate to his release as appellate counsel after nearly a year of failing to provide any actual prosecution of my appeal. That reckless conduct has and continues to damage me, for which I am considering further legal action to recover damages for Mr. Fujino’s role in that sham representation. Sham representation, regrettably, is also true of Mr. Uday, by degree as far as I directly know, whose reckless conduct continues. My recent email to Mr. Farris dated September 28, 2018, makes clear my need for Mr. Uday’s detailed billings. I have specific proof that will show Mr. Uday knowingly and with criminal intent fabricated his billings to Morgan County. I am seeking, via GRAMA, the detailed billings to aid in the investigation of Mr. Uday’s criminal conduct for which I have – not without reservation – sought Mr. Farris assistance. The corroborating evidence of Mr. Uday’s criminal conduct is strong and someone in Morgan County needs to ask hard questions into Mr. Farris’ conduct, acting in his role as Morgan County Attorney, and even actions by some County officials to ignore Mr. Farris’ repeated acts of parsing and withholding records properly sought via GRAMA. This parsing and withholding leaves me without needed records to hold these attorneys accountable for their gross negligence.

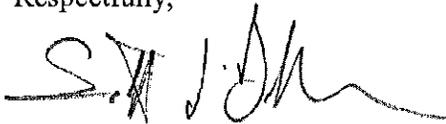
It is likely much of what has actually occurred has been kept from the Council members and the citizens of Morgan. Nevertheless, it is your duty to ask hard questions and to take appropriate action that may not be popular or easy. My GRAMA request should have been responded to long ago. It is clear the records exist or should exist. If they are not currently held by Morgan County, I respectfully ask that you obtain those records from wherever or with whomever they have been hidden or destroyed to conceal Mr. Farris’ incompetence. Someone with integrity in Morgan County should directly question Mr. Farris about this erred additional conduct. GRAMA is provided to obtain records that government actors would prefer the public not see. It

Ned Mecham, Council Chair  
October 5, 2018  
Page 3

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is my effort to obtain these records to expose the recklessness of these appellate counsel<sup>1</sup> and Mr. Farris' role in aiding them and abetting them to injure the citizens of Morgan County and myself.

Respectfully,



Scott L. Gollaher

cc: Stacy Clark  
Rosemary Cundiff  
Morgan County Council Members

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<sup>1</sup> My reference to appellate attorneys and attorneys does not include attorney Sam Newton, who was actually never contracted with Morgan County, but with whom Mr. Farris represented to the Court that Morgan County had contracted. Mr. Newton's personal conflict was immediately disclosed to Mr. Farris. The fact that Mr. Farris elected to conceal that conflict from the court for over six months rather than have new appellate counsel appointed immediately are questions that should very specifically be asked

## Scott Gollaher

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**From:** Scott Gollaher <scott\_gollaher@hotmail.com>  
**Sent:** Wednesday, September 05, 2018 8:08 PM  
**To:** 'sclark@morgan-county.net'  
**Cc:** 'Rosemary Cundiff'  
**Subject:** GRAMA request  
**Attachments:** GRAMA - Morgan County re attorney insurance, payments 09-05-2018.pdf

\*\*\*\*\*

CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the use of the individual(s) named above. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

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MORGAN COUNTY GRAMA REQUEST FORM

TO: Morgan County Clerk/Auditor c/o Stacy Clark GRAMA Specialist  
(Name of government office holding the records and/or name of agency contact person.)

Address of government office: 48 W Young Street, Morgan, UT 84050

Description of records sought (records must be described with reasonable specificity): This GRAMA record request seeks:  
(1) the Certificates of Insurance provided to Morgan County per Section Six of the Contracts of Ron Fujino (Signed 3-27-17), and for Richard Uday (signed 3-20-18);  
(2) the post-payment detailed accounting that corresponds with GL Account 10-4129-340 Advance, invoice date March 22, 2018, re Mr. Uday, and all other invoices and details corresponding with any additional invoice submitted by or payment made to Mr. Uday; and  
(3) an invoice record or accounting from March 1, 2017 through the date of your response to this GRAMA request, of invoices from Ron Fujino, of any payments made to Mr. Fujino, in his behalf, in kind or in any manner (future promises, etc.) by Morgan County. These records may be provided via email to the address below.

- I would like to inspect (view) the records.
I would like to receive a copy of the records. I understand that I may be responsible for fees Associated with copying charges or research charges as permitted by UCA 63-2-203. I authorize costs of up to \$
UCA 63-2-203 (4) encourages agencies to fulfill a records request without charge. Based on UCA 63-2-203 (4), I am requesting a waiver of copy costs because:

releasing the record primarily benefits the public rather than a person. Please explain:

- I am the subject of the record.
I am the authorized representative of the subject of the record.
My legal rights are directly affected by the record and I am impoverished. The information is material to and affects my substantial rights.

(Please attach information supporting your request for a waiver of the fees.)

If the requested records are not public, please explain why you believe you are entitled to access.

- I am the subject of the record.
I am the person who provided the information.
I am authorized to have access by the subject of the record or by the person who submitted the information. Documentation required by UCA 63-2-202, is attached.
Other. Please explain:

I am requesting expedited response as permitted by UCA 63-2-204 (3)(b). (Please attach information that shows your status as a member of the media and a statement that the records are required for a story for broadcast or publication; or other information that demonstrates that you are entitled to expedited response.)

Requester's Name: Scott Logan Gollaher

Mailing Address: 131 1st Ave #502, Salt Lake City, UT 84103

Daytime telephone number: nonp, email: scott\_gollaher@hotmail.com Date: 09/05/2018

Signature: [Handwritten Signature]

If records are filed by Social Security Number, please provide that number:

**CONTRACT FOR APPELLATE DEFENSE COUNSEL SERVICES  
FOR AN INDIGENT DEFENDANT**

THIS CONTRACT is made and entered into by and between Morgan County, a body corporate, politic and political subdivision of the State of Utah, hereinafter "COUNTY," and Ron Fujino, who shall be called "APPELLATE COUNSEL" in this contract.

**RECITALS**

**WHEREAS**, Scott Gollaher (hereinafter "the defendant"), an inmate in the Utah State Prison, was charged with the commission of four counts of the offense of Aggravated Sexual Abuse of a Child; and

**WHEREAS**, the Court found the defendant to be indigent and entitled to the assignment of defense counsel pursuant to § 77-32-1, *Utah Code Ann.*, at public expense; and

**WHEREAS**, the defendant was convicted on January 27, 2016, by a duly seated jury of four counts of the offense of Aggravated Sexual Abuse of a Child all 1<sup>st</sup> Degree Felonies and was also given a sentence of two consecutive terms of 30 years to Life to run consecutively on March 23, 2016; and

**WHEREAS**, the defendant has decided to appeal his conviction and under the provisions of Section 77-32-301(5) *Utah Code Ann.*, COUNTY is obligated to provide the services of legal appellate counsel for the first appeal of right of an indigent defendant in a criminal case; and

**WHEREAS**, APPELLATE COUNSEL is an attorney duly licensed to practice law in the State of Utah and is qualified to be appointed as defense APPELLATE COUNSEL in this first appeal of right; and

**WHEREAS**, The parties have negotiated a reasonable compensation for the services of APPELLATE Counsel as appellate counsel for the defendant for this appeal and it is the intent of the parties that the terms of that compensation be set forth in this contract;

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein, the parties hereto do hereby agree as follows:

**SECTION ONE  
SERVICES**

APPELLATE COUNSEL shall represent the defendant, Scott Logan Gollaher, in Criminal Case No. 20160317-CA before the Utah Court of Appeals.

APPELLATE COUNSEL will file petitions for writs of certiorari to the Utah Supreme Court when, in the APPELLATE COUNSEL'S judgment, such petitions satisfy the grounds for certiorari review detailed in Utah Rule of Appellate Procedure 46. APPELLATE COUNSEL will also respond to petitions for writs of certiorari that the prosecution files.

APPELLATE COUNSEL may, if counsel deems it legally necessary, petition for certiorari to the United States' Supreme Court.

## SECTION TWO COMPENSATION

- A. The total compensation to be paid to APPELLATE COUNSEL in this case shall be at the rate of \$150 per hour up to the amount of \$75,000. The \$75,000 limit may only be exceeded upon showing of good cause to both the court and the COUNTY.
- B. APPELLATE COUNSEL shall submit statements sufficiently itemizing and describing the services performed for which compensation is claimed and such other information as may be reasonably required by the COUNTY in order to properly review, evaluate, and process the statement.
- C. If the appeal is resolved, withdrawn, or rendered moot for whatever reason, COUNTY shall be obligated to pay and APPELLATE COUNSEL entitled to receive only those fees and expenses due up to and at that point.
- D. In the event APPELLATE COUNSEL receives payment from another source as payment of fees in representing the defendant in this appeal, APPELLATE COUNSEL shall reimburse COUNTY for any consideration paid under this contract to the extent of such payments.

## SECTION THREE REIMBURSEMENT OF EXPENSES

The COUNTY shall reimburse APPELLATE COUNSEL for the expenses of printing or typewriting briefs, including expenses of depositions and other transcripts as prescribed by §77-32-305, *Utah Code Ann.* The COUNTY will pay the cost of the transcript directly to the court reporter. The COUNTY shall also reimburse expenses, exclusive of overhead and extraordinary expense not approved by the court in accordance with § 77-32-305.5, *Utah Code Ann.*, reasonably incurred by APPELLATE COUNSEL in hiring investigators, mental health or other experts, such as may be necessary if a Rule 23B motion is required. Travel reimbursement will be paid at the State of Utah rates. Investigators will be paid a maximum of \$60 per hour and mitigations specialist will be paid a maximum of \$75 per hour. "Extraordinary expense" means the collective expense which exceeds Twenty-Five Hundred Dollars (\$2500) for any particular service or item such as experts, investigators, surveys, or demonstrative evidence

## SECTION FOUR WITHDRAWAL OR DISMISSAL

In the event APPELLATE COUNSEL is unable to undertake or continue the representation of the defendant or in the event of the court-approved dismissal or withdrawal of APPELLATE COUNSEL, compensation shall be paid only to the date of that dismissal or withdrawal.

**SECTION FIVE  
INDEPENDENT CONTRACTOR**

APPELLATE COUNSEL is an independent contractor providing professional legal services and is not an employee of the COUNTY and is therefore not entitled to any of the benefits of employment such as, but not limited to, retirement, health, or Workers Compensation coverage.

**SECTION SIX  
INDEMNIFICATION AND INSURANCE**

- A. APPELLATE COUNSEL shall indemnify and save the COUNTY and its officers, agents, and employees harmless from and against all claims for damages or injuries resulting from any claimed malpractice, injury, death, damages, and any other causes of action arising directly or indirectly from the performance of this contract by APPELLATE COUNSEL.
- B. APPELLATE COUNSEL shall maintain such insurance as will cover APPELLATE COUNSEL from any and all claims for malpractice, property damages, injuries, or death made by any person that may arise from the performance of this contract. APPELLATE COUNSEL shall provide the COUNTY with appropriate certificates of insurance as evidence of that coverage upon the execution of this contract. APPELLATE COUNSEL agrees not to cancel such insurance during the pendency of this contract.

**SECTION SEVEN  
RECORDS AND REPORTS**

APPELLATE COUNSEL shall maintain such records and accounts as may be deemed reasonable and necessary by the COUNTY to assure a proper accounting for all compensation and reimbursements paid to APPELLATE COUNSEL under this contract. APPELLATE COUNSEL shall, upon request, make those records available to the COUNTY for audit purposes and shall maintain those records for a period of three (3) years or such other longer period as may be required by law after the expiration of this contract. Any attorney/client privileged information is specifically excluded from the terms of this disclosure provision, and will not be disclosed.

SECTION EIGHT  
NOTICE

All notices to be given under this contract shall be delivered to the parties at:

Ron Fujino, Attorney at Law  
195 E. Gentile Street, Suite 11  
Layton, Utah 84041

Morgan County Clerk/Auditor's Office  
P.O. Box 886  
Morgan, Utah 84050

with a copy to:

Bryan Baron  
Civil Division Deputy County Attorney  
Weber County Attorney's Office  
2380 Washington Blvd., Ste 230  
Ogden, UT 84401

SECTION NINE  
MISCELLANEOUS

- A. APPELLATE COUNSEL may not assign this contract or the performance under it, in whole or in part, without the prior written approval of COUNTY.
- B. This contract sets forth the complete agreement between the parties and may be modified only by a subsequent written instrument approved and signed by both parties.
- C. This Agreement can be changed, modified or amended only by written agreement of the parties hereto.
- D. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
- E. This Agreement shall constitute the entire agreement between the parties and by prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- F. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF this contract has been signed in triplicate by the parties, each of which shall be deemed an original, on the 21<sup>st</sup> day of March, 2017.

APPELLATE COUNSEL

By \_\_\_\_\_  
Ron Fujino

MORGAN COUNTY COUNCIL

By Tina Cannon  
Tina Cannon Council-Chair

ATTEST:

Stacy Metz Clark  
Stacy Clark  
Morgan County Clerk/Auditor

- D. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
- E. This Agreement shall constitute the entire agreement between the parties and by prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- F. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF this contract has been signed in triplicate by the parties, each of which shall be deemed an original, on the 8 day of March, 2017

APPELLATE COUNSEL

By Ron Fujino  
Ron Fujino

MORGAN COUNTY COUNCIL

By \_\_\_\_\_

ATTEST:

Tina Cannon Council-Chair

\_\_\_\_\_  
Stacy Clark  
Morgan County Clerk/Auditor

CONTRACT FOR APPELLATE DEFENSE COUNSEL SERVICES  
FOR AN INDIGENT DEFENDANT

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RECITALS

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WHEREAS, the Court found the defendant to be indigent and entitled to the assignment of defense counsel pursuant to § 77-32-1, *Utah Code Ann.*, at public expense; and

WHEREAS, the defendant was convicted on January 27, 2016, by a duly seated jury of four counts of the offense of Aggravated Sexual Abuse of a Child all 1<sup>st</sup> Degree Felonies and was also given a sentence of two consecutive terms of 30 years to Life to run consecutively on March 23, 2016; and

WHEREAS, the defendant has decided to appeal his conviction and under the provisions of Section 77-32-301(6) *Utah Code Ann.*, COUNTY is obligated to provide the services of legal appellate counsel for the first appeal of right of an indigent defendant in a criminal case; and

WHEREAS, APPELLATE COUNSEL is an attorney duly licensed to practice law in the State of Utah and is qualified to be appointed as defense APPELLATE COUNSEL in this first appeal of right; and

WHEREAS, The parties have negotiated a reasonable compensation for the services of

APPELLATE Counsel as appellate counsel for the defendant for this appeal and it is the intent of the parties that the terms of that compensation be set forth in this contract;

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties hereto do hereby agree as follows:

## SECTION ONE SERVICES

APPELLATE COUNSEL shall represent the defendant, Scott Logan Gollaher, in Criminal Case No. 20160317-CA before the Utah Court of Appeals.

Additionally, APPELLATE COUNSEL will file a petition for writs of certiorari to the Utah Supreme Court when, in the APPELLATE COUNSEL'S judgment, such petition satisfies the grounds for certiorari review detailed in Utah Rule of Appellate Procedure, Rule 46.

APPELLATE COUNSEL will also respond to petitions for writs of certiorari that the prosecution files.

## SECTION TWO COMPENSATION

- A. The total compensation to be paid to APPELLATE COUNSEL in this case shall be at the rate of \$150 per hour up to the amount of \$75,000.
- B. APPELLATE COUNSEL may utilize the services of a Paralegal compensated at the rate of \$100 per hour to assist in the legal research and ultimate preparation of the appeal to both share in the work load and to reduce costs from the same compensation pool.
- C. The \$75,000 limit may only be exceeded upon showing of good cause to both the court and the COUNTY.
- D. COUNTY shall advance to APPELLATE COUNSEL the sum of fifteen percent (15%) of the

total fee anticipated to avoid out-of-pocket expenses at the inception of the case and to assist in payment of Paralegal.

- E. APPELLATE COUNSEL shall submit statements sufficiently itemizing and describing the services performed for which compensation is claimed and such other information as may be reasonably required by the COUNTY in order to properly review, evaluate, and process the statement. APPELLATE COUNSEL will initially bill off of the advance fee identified in paragraph D above and only bill COUNTY after the advance is exhausted.
- F. If the appeal is resolved, withdrawn, or rendered moot for whatever reason, COUNTY shall be obligated to pay and APPELLATE COUNSEL entitled to receive only those fees and expenses due up to and at that point.
- G. In the event APPELLATE COUNSEL receives payment from another source as payment of fees in representing the defendant in this appeal, APPELLATE COUNSEL shall reimburse COUNTY for any consideration paid under this contract to the extent of such payments.

### SECTION THREE REIMBURSEMENT OF EXPENSES

The COUNTY shall reimburse APPELLATE COUNSEL for the expenses of printing or typewriting briefs, including expenses of depositions and other transcripts as prescribed by § 77-32-305, *Utah Code Ann.* The COUNTY will pay the cost of the transcript directly to the court reporter. The COUNTY shall also reimburse expenses, exclusive of overhead and extraordinary expense not approved by the court in accordance with §77-32-305.5, *Utah Code Ann.*; reasonably incurred by APPELLATE COUNSEL in hiring investigators, mental health or other experts, such as may be necessary if a Rule 23B motion is required. Travel reimbursement will be paid at the State of Utah rates. Investigators will be paid a maximum of

\$60 per hour and mitigations specialist will be paid a maximum of \$75 per hour. "Extraordinary expense" means the collective expense which exceeds Twenty-Five Hundred Dollars (\$2500) for any particular service or item such as experts, investigators, surveys, or demonstrative evidence

#### SECTION FOUR WITHDRAWAL OR DISMISSAL

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#### SECTION SIX INDEMNIFICATION AND INSURANCE

- A. APPELLATE COUNSEL shall indemnify and save the COUNTY and its officers, agents, and employees harmless from and against all claims for damages or injuries resulting from any claimed malpractice, injury, death, damages, and any other causes of action arising directly or indirectly from the performance of this contract by APPELLATE COUNSEL.
- B. APPELLATE COUNSEL shall maintain such insurance as will cover APPELLATE COUNSEL from any and all claims for malpractice, property damages, injuries, or death made by any person that may arise from the performance of this contract. APPELLATE

COUNSEL shall provide the COUNTY with appropriate certificates of insurance as evidence of that coverage upon the execution of this contract.

SECTION SEVEN  
RECORDS AND REPORTS

APPELLATE COUNSEL shall maintain such records and accounts as may be deemed reasonable and necessary by the COUNTY to assure a proper accounting for all compensation and reimbursements paid to APPELLATE COUNSEL under this contract. APPELLATE COUNSEL shall, upon request, make those records available to the COUNTY for audit purposes and shall maintain those records for a period of three (3) years or such other longer period as may be required by law after the expiration of this contract. Any attorney/client privileged information is specifically excluded from the terms of this disclosure provision, and will not be disclosed.

SECTION EIGHT  
NOTICE

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Richard G. Uday, Attorney at Law  
1634 St. Charles Pl.  
Salt Lake City, Utah 84121

Morgan County Clerk/Auditor's Office  
P.O. Box 886  
Morgan, Utah 84050

with a copy to:

Bryan Baron  
Civil Division Deputy County Attorney  
Weber County Attorney's Office  
2380 Washington Blvd., Ste 230  
Ogden, UT 84401

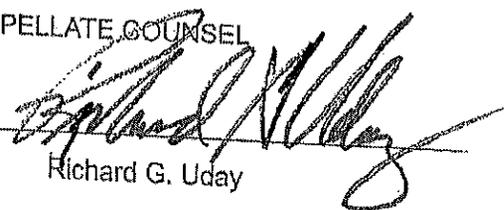
SECTION NINE  
MISCELLANEOUS

- A. APPELLATE COUNSEL may not assign this contract or the performance under it, in whole or in part, without the prior written approval of COUNTY.
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- D. Attorney is an independent contractor and is responsible to pay any and all taxes and fees which may result from the compensation paid to Attorney pursuant to this Agreement.
- E. This Agreement shall constitute the entire agreement between the parties and by prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

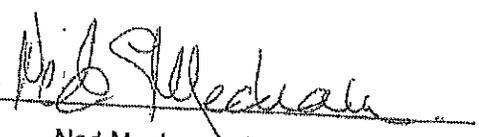
F. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF this contract has been signed in triplicate by the parties, each of which shall be deemed an original, on the 20 day of March, 2018.

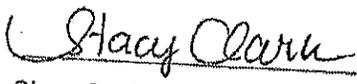
APPELLATE COUNSEL

By   
Richard G. Uday

MORGAN COUNTY COUNCIL

By   
Ned Mecham Council-Chair

ATTEST:

  
Stacy Clark  
Morgan County Clerk/Auditor