

PROFESSIONAL SERVICES AGREEMENT
Utah Attorney General's Office
Children's Justice Center Program

EXPERT WITNESS SERVICES

THIS AGREEMENT made, effective as of the 7th day of May, by and between the Tooele County Attorney's Office and the Office of the Attorney General, State of Utah ("Contractor") regarding employee, Heather Stewart ("Consultant").

RECITALS

WHEREAS, Wayne Freestone has the responsibility of providing legal services for Tooele County in connection with criminal prosecutions and juvenile delinquency adjudications; and

WHEREAS, it is in the best interests of the Tooele County Attorney's Office to hire Contractor to provide certain consultation and expert opinions in connection with the subject legal matter and on the terms set forth herein; and

WHEREAS, Contractor desires to furnish said services and employs qualified persons capable of rendering such services;

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the parties agree as follows:

1. **Employment of Contractors:** The Tooele County Attorney's Office hereby retains Contractor to provide expert witness services.

Contractor accepts the foregoing employment and agrees to discharge the duties involved in such employment under the terms and conditions of this Agreement.

2. **Compensation:** Pursuant to paragraph 1, the Tooele County Attorney's Office agrees to pay Contractor for its reasonable services rendered per the fee schedule as follows:

- A) Case consultation (15-30 minutes on average) – no fee.
- B) Review one or both of the following and provide oral opinion - \$200
Child forensic interview transcript/DVD
Defense expert witness report
- C) Provide any or all of the following - an additional \$300
Written expert report
Review Preliminary hearing transcript
Observe courtroom testimony
Provide courtroom testimony
- D) If travel is required, the Tooele County Attorney's Office will cover all related costs including rental car or mileage reimbursement, lodging and meal per diem.

The Tooele County Attorney's Office will be invoiced when services are rendered. The fee is payable to the Contractor for the benefit of the Children's Justice Center Program. Expert witness services are considered part of Consultant's duties as an employee of the Contractor and she is not compensated additionally for these services.

3. Limitation in Services Provided: Contractor agrees that decisions regarding the scope, extent and breadth of the services rendered under this agreement shall remain with the Tooele County Attorney's Office. Contractor agrees that the fees and cost chargeable under this Agreement shall not exceed \$500.00 plus travel expenses unless pre-approved by the Tooele County Attorney's Office.
4. Termination: Either the consultant or the Tooele County Attorney's Office may, at any time, terminate this Agreement immediately upon written notice. In the event of termination of the Agreement, Contractor shall be compensated only for fees and costs earned and incurred up to and including the date of termination.
5. Independent Contractor Status: Compensation paid to Contractor as specified hereunder shall be total compensation for its services.
6. Conflicts of Interest: Contractor shall immediately notify the Tooele County Attorney's Office in writing of any conflicts of interest which may exist or hereafter arise as a result of services furnished by Contractor hereunder.
7. Entire Agreement: This Agreement constitutes the entire Agreement between the parties, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Except for termination under paragraph 4, this Agreement may not be amended except in writing signed on behalf of all parties hereto. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Utah.

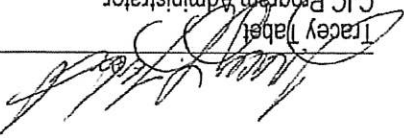
Wayne Freestone
District/County Attorney Designee



Date

5/7/24

Tracey Jabel
CJC Program Administrator



Date

5/7/24