

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 19th day of November, 2024, by and between San Juan County, a political subdivision of the State of Utah, (“SJC”) and Craig Halls, a member of the Utah State Bar (“Halls”). SJC desires to employ Halls to provide legal services for and on behalf of the County, according to the terms and conditions set forth herein.

1. **Services.** Halls will provide the equivalent of forty (40) hours per week to prosecute misdemeanor and felonies in District Court under the direction of the County Attorney. These services will be provided, as much as possible, in person at the Office of the San Juan County Attorney but it is understood that some hours will be provided remotely.
2. **Title:** Halls will take the position of “Deputy County Attorney”.
3. **Term:** The effective date of this Agreement will be November 15, 2024. This Agreement shall terminate on December 31, 2025 at 12:00 a.m.. This Agreement can be terminated earlier by either party by giving ninety (90) days written notice to the other party at the address listed herein.
4. **Compensation:** As and for the services that Halls agrees to provide, Halls will be compensated at the rate of \$132,000 annually or \$5076.92 per pay period (26 pay periods per year). The first and last pay periods will be pro-rated as may be necessary. At all times hereunder, Halls will be considered to be an independent contractor and will receive a 1099 for his services as opposed to being a W-2 employee. In addition, Halls will not be is not entitled to any benefits normally offered to W-2 employees, including health insurance, retirement benefits, sick leave or vacation leave. Halls will be solely responsible to pay any federal or state income taxes on his income
5. **Policies and Procedures.** Halls agrees to abide by and adhere to all employment policies and procedures adopted by SJC as may be modified for independent contractors and to further abide by The Rules of Professional Conduct as propagated by the Utah State Bar for all attorneys practicing law in the State of Utah.
6. **Outside Work:** SJC acknowledges that Halls has a private practice where he provides legal services throughout the County for a fee. Halls may continue to provide these services provided that they do not material affect his ability to perform hereunder. Halls will provide reasonable efforts to avoid conflicts of interest and to mitigate any conflict as a result of outside work.

7. Mediation. In the event of any conflicts between SJC and Halls related to the terms and conditions of this Agreement and each party's conduct hereunder, the parties agree to mediate the conflict, prior to filing a complaint in district court.

8. Further Performance. The Parties hereto shall do, undertake, and perform all acts and execute all documents reasonably required to carry out the requirements and intention of this Agreement.

9. Authority. Each person executing this Agreement hereby warrants that he/she/it has full and legal authority to execute this Agreement for and on behalf of the respective Parties, and no further approval or consent of any other person is necessary in connection therewith. Further, each person executing this Agreement covenants and represents that the execution of this Agreement is not in contravention of and will not result in a breach of any other agreement, contract, instrument, order, judgment, or decree to which such person is a party.

10. Electronic Originals. This Agreement may be executed electronically by the Parties in duplicate originals, each of which shall be considered an original. Electronic copies of this Agreement executed and transmitted by a party shall be binding against such party as an original thereof.

11. Entire Agreement and Confidentiality. This Agreement contains the entire understanding of the Parties and supersedes all previous contracts, correspondence, and documentation relating to the subject matter hereof. All prior negotiations, discussions, agreements, and understandings between the Parties are intended to be merged herein. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This Agreement is meant to be for the Parties hereto only. The terms and conditions of this Agreement shall be confidential and shall not be disclosed to anyone unless agreed to by all Parties. All parties hereto shall not disclose, unless ordered to do so by a court of law, to any person or entity the terms and provisions contained herein.

12. Assignment. This Agreement may NOT be assigned.

SIGNATURE PAGE TO FOLLOW

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SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned executed this Settlement Agreement as of NOVEMBER 19, 2024.

San Juan County Board of Commissioners:

ATTEST

JAMIE HARVEY – Commission Chairman

LYMAN DUNCAN – SAN JUAN COUNTY CLERK

Attorney:

CRAIG HALLS