

**TOOELE COUNTY LEGAL DEFENDER
CONFLICTS AGREEMENT
JUVENILE COURT**

THIS AGREEMENT entered into this 4th day of March 2019, is by and between **TOOELE COUNTY**, a political subdivision of the State of Utah, 47 South Main, Tooele, Utah 84074 (hereinafter “County”), and **JUSTIN HOSMAN** of **HOSMAN ADAMS, PLLC**, 765 East 9000 South, Suite A-1, Sandy, Utah 84094 (hereinafter “Attorney”).

WHEREAS, County regularly contracts with independent legal defenders to provide legal services for certain persons, but such legal defenders on occasion have conflicts of interest which prevent them from performing their duties as legal counsel; and

WHEREAS, Attorney is willing to provide legal representation for County when such conflicts arise in the Juvenile Court.

NOW, THEREFORE, County and Attorney hereby enter into the following agreement:

1. **APPOINTMENT OF LEGAL DEFENDER:** Justin Hosman is an attorney at law, duly licensed by the Utah State Bar to practice before the State and Federal courts of the State of Utah. County hereby contracts with Attorney to serve as the primary legal defender for Juvenile Court conflict cases, subject to the court’s appointment of Attorney to so act in such cases. Attorney hereby accepts such appointment as an independent contractor and not as an employee of County.

2. **COMPENSATION:** In consideration of such representation, County agrees to pay Attorney the sum of One Thousand dollars (\$1,000.00) per month. Attorney shall not be entitled to any additional compensation for his services from County, other than as provided for by this agreement.

3. **OTHER COMPENSATION:** It is specifically understood that Attorney will accept no other payment for the work provided herein other than that received from County pursuant to

this agreement. In the event the court orders recoupment of attorney fees from defendants, all of such recoupment shall belong to County.

4. **EFFECTIVE DATE – TERM:** This agreement shall take effect upon March 1, 2019 and shall continue until terminated in writing by any party hereto upon thirty (30) days written notice. Unless terminated, this agreement shall automatically continue, provided that the compensation provided herein may be increased by a formal motion of the Tooele County Commission, which motion shall act as an amendment to this agreement. Any other amendments to this agreement shall be made only with the same formality as provided by this agreement.

5. **NON-ASSIGNABILITY:** This agreement is in the nature of a contract for personal services and is not assignable by any party without the prior written consent of the other party hereto.

6. **NON-DISCRIMINATION:** Attorney shall not discriminate against any person he represents pursuant to this agreement on the basis of race, creed, sex, religion, national origin, or age.

ATTORNEY

Justin Hosman

JUSTIN HOSMAN

TOOELE COUNTY

Waide B. Bitner 3/22/19

WAIDE B. BITNER, Chairman
Tom Tripp

ATTEST:

Marilyn K. Gillette

MARILYN K. GILLETTE, Clerk/Auditor

