

**FORENSIC INTERVIEW  
SERVICES AGREEMENT**

**THIS AGREEMENT** entered into this 6<sup>th</sup> day of February, 2020, between TOOELE COUNTY, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and Michael Durtschi referred to as "Contractor").

**RECITALS**

- A. Tooele County is a body politic and corporate of the State of Utah providing services for the general public. Tooele County is in need of interviewers to conduct forensic interviews for the Children's Justice Center.
- B. Contractor agrees to complete all work under the terms and conditions set forth by the County.
- The County will ensure that the selection of an independent contractor is in accordance with Section 17 of the Tooele County Policies and Procedures (Ethics).
  - In consideration of the mutual promises set forth herein, it is hereby agreed by and between County and Contractor:

**SECTION I  
DESCRIPTION OF WORK**

Contractor will perform forensic interview services for the Tooele County Children's Justice Center as outlined in the attached job description. Contractor shall perform his/her duties competently and timely. Tooele County will deliver all the necessary information in its possession for Contractor to prepare for the forensic interview services. The County disclaims any right to control the Contractor's performance of the services under this agreement.

**SECTION II**  
**PAYMENT**

County agrees to pay and Contractor agrees to accept as payment \$50.00 for each interview conducted which includes courtroom testimony, if necessary. County agrees to pay \$25.00 for each interview which is scheduled, but the person to be interviewed fails to appear.

**SECTION III  
TERM & TERMINATION**

Either party hereto may terminate this Services Agreement by providing the other with at least thirty (30) days prior written notice of termination.

**SECTION IV  
LIABILITY**

Contractor shall indemnify and hold County harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this agreement. Contractor is NOT a County employee and County does NOT provide workers compensation coverage for Contractor.

Contractor shall indemnify and hold the County and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

**SECTION V  
INDEPENDENT CONTRACTOR**

No employer/employee relationship is created by this agreement. Contractor is an independent contractor and not an employee of County. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits provided to County employees. County will not withhold taxes from Contractor's pay and Contractor is solely responsible for any taxes due or payable from the proceeds of this contract.

**SECTION VI  
ATTORNEY'S FEES**

Should it be necessary for any party to this Agreement to initiate legal proceedings to enforce this Agreement or adjudicate any issued under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements incurred in this matter.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date listed above. This Agreement shall become effective upon execution by all of the Parties to this Agreement.

**CONTRACTOR**

  
Michael Durischi

**COUNTY**

  
Scott A. Broadhead  
Tooele County Attorney