

AGREEMENT FOR HEARING OFFICER SERVICES

AGREEMENT dated this 6th October day of ~~September~~, 2020, by and between Tooele County, a political subdivision of the State of Utah ("County"), and Ester Martinez ("Hearing Officer").

WHEREAS, the Tooele County Commission is the Tooele County Board of Equalization and has the statutory duty to adjust and equalize the valuation and assessment of real property within Tooele County; and

WHEREAS, under state law, a taxpayer dissatisfied with the valuation or equalization of his/her real property may make an application to appeal that valuation or equalization to the Tooele County Board of Equalization; and

WHEREAS, the Tooele County Board of Equalization is authorized by statute to appoint hearing officers for the purpose of examining applicants and witnesses and transmitting findings to the Tooele County Board of Equalization; and

WHEREAS, County needs competent and qualified consultants with adequate and appropriate appraisal skills and experience to act as hearing officers; and

WHEREAS, Hearing Officer has adequate and appropriate appraisal skills and experience regarding the valuation of real property, and is competent and qualified to act as a hearing officer for County, and is willing to undertake that responsibility pursuant to this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

- 1. Scope of Services.** Hearing Officer shall serve, on an as-needed basis, as a hearing officer for County in accordance with the provisions of UCA § 59-2-1001(3) and other applicable law, for the purpose of examining applicants, witnesses and relevant documents and information, and for the purpose of transmitting findings and recommendations regarding the assessed valuation of real property to the Tooele County Board of Equalization.
- 2. Term.** This Agreement commences on the date indicated above and shall terminate two years from that date. This Agreement may be renewed for up to three additional two-year periods upon the mutual written consent of the parties.
- 3. Compensation.** County shall pay Hearing Officer \$50.00 per hour for services and mileage per General Services Administration (GSA) at \$0.575/mile rendered pursuant to this Agreement. Hearing Officer shall submit a monthly statement to

County itemizing his/her services for the previous month, and County shall pay Hearing Officer within 30 days of receipt of each such statement.

4. Confidentiality. Hearing Officer shall comply fully with all applicable laws, rules, policies, and regulations providing for the confidentiality of information, documents and records examined.

5. Independent Contractor. Hearing Officer shall perform the services described in this Agreement as an independent professional contractor. Neither Hearing Officer nor any of his/her employees, agents or representatives shall be deemed to be employees of County. Neither Hearing Officer nor any of his/her employees shall be entitled to any employee benefits, such as withholding tax, unemployment compensation, workers compensation coverage, or other benefits.

6. Termination. Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.

HEARING OFFICER:

TOOELE COUNTY:

[printed name]

 19 Oct 2020

Tom Tripp
Commission Chair

APPROVED AS TO FORM:

 10/28/2020

Colin Winchester
Deputy Tooele County Attorney

AGREEMENT FOR HEARING OFFICER SERVICES

AGREEMENT dated this __22nd__ day of September, 2020, by and between Tooele County, a political subdivision of the State of Utah ("County"), and _____ Esther E Martinez _____, ("Hearing Officer").

WHEREAS, the Tooele County Commission is the Tooele County Board of Equalization and has the statutory duty to adjust and equalize the valuation and assessment of real property within Tooele County; and

WHEREAS, under state law, a taxpayer dissatisfied with the valuation or equalization of his/her real property may make an application to appeal that valuation or equalization to the Tooele County Board of Equalization; and

WHEREAS, the Tooele County Board of Equalization is authorized by statute to appoint hearing officers for the purpose of examining applicants and witnesses and transmitting findings to the Tooele County Board of Equalization; and

WHEREAS, County needs competent and qualified consultants with adequate and appropriate appraisal skills and experience to act as hearing officers; and

WHEREAS, Hearing Officer has adequate and appropriate appraisal skills and experience regarding the valuation of real property, and is competent and qualified to act as a hearing officer for County, and is willing to undertake that responsibility pursuant to this Agreement;

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6. Termination. Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.

HEARING OFFICER:



Esther E Martinez _____
[printed name]

TOOELE COUNTY:

Tom Tripp
Commission Chair

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney