

**AGREEMENT FOR ADMINISTRATIVE HEARING OFFICER  
(JAIME TOPHAM)**

Agreement made this 1<sup>st</sup> day of December, 2020, by and between Tooele County, a body politic of the State of Utah ("County"), and Jaime Topham ("Contractor"), for the provision of Administrative Hearing Officer services.

1. Services. Contractor agrees to serve as an administrative hearing officer for County. Hours will vary, depending on the demands of the County and case load. Contractor shall, during all duty periods, devote her time, skill and best efforts to the duties required by County. Contractor will not engage in any other business or sideline during such periods that would interfere with Contractor's duties under this agreement. For administrative duties, Contractor will obey all County rules and regulations and all special instructions given by the County Attorney. For judicial duties, Contractor will act independently.
2. Compensation. As compensation for services performed by Contractor, County shall pay Contractor \$50 per hour. Contractor shall provide an itemized invoice to County at the end of each calendar month in which services are provided by Contractor. County shall pay each invoice within 30 days of receipt. Compensation paid pursuant to this agreement includes monies for Contractor's materials, supplies, equipment, cell phone usage, mileage, travel, overhead, and all other incidental costs or expenses incurred by Contractor. Contractor has no expectation of any additional remuneration. Contractor is solely responsible for FICA, federal income tax, state income tax, and other similar obligations. Contractor is not entitled to any benefit or compensation not specifically stated in this agreement.
3. Initial Term and Subsequent Terms. The initial term of this agreement shall begin on December 1, 2020, and shall terminate on December 31, 2021. Unless terminated earlier pursuant to paragraph 4, this agreement shall automatically renew for five additional one-year periods, each running from January 1 to December 31.
4. Termination. Either party may terminate this agreement for any reason, at any time, upon 60 days' written notice to the other party. Upon termination, County shall pay Contractor for all services rendered to the date of termination. County may, however, withhold monies from such payment if Contractor has outstanding obligations owed to County.
5. Amendment. This agreement may only be modified, amended, or supplemented upon written agreement of the parties.
6. Assignment. Contractor may not assign this agreement, but may, in the event of emergency or conflict of interest, assign specific matters to another qualified attorney. Each such assignment shall require the prior written or oral consent of the County Attorney.

7. Entire Agreement. This document constitutes the entire agreement between County and Contractor. All other agreements, promises and representations, other than those contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.

8. Severability. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid, or illegal.

9. Force majeure. Neither party shall be responsible for delay or default caused by fire, riot, acts of God, pandemic and/or war that is beyond that party's reasonable control.

TOOELE COUNTY:

CONTRACTOR:

  
7 Dec 2020  
Tom Tripp, Chair  
Tooele County Commission

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Jaime Topham

APPROVED AS TO FORM:

ATTEST:

  
12/08/2020  
Colin Winchester  
Deputy Tooele County Attorney

  
Marilyn K. Gillette  
Tooele County Clerk

