

**AGREEMENT FOR HEARING OFFICER SERVICES
BOARD OF EQUALIZATION
JEREMY MANNING**

AGREEMENT dated this 15th day of August, 2023, by and between the Tooele County Board of Equalization (“the BOE”) and Jeremy Manning (“Hearing Officer”).

WHEREAS, the BOE 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 BOE; and

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

WHEREAS, the BOE 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 the BOE, 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 the BOE in accordance with the provisions of Utah Code Section 59-2-1001(3) and other applicable laws, 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 BOE.
- 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.** The BOE shall pay Hearing Officer \$45.00 per hour for services and mileage per General Services Administration (GSA) at \$0.655/mile rendered pursuant to this Agreement. Hearing Officer shall submit a monthly statement to the BOE itemizing his services for the previous month, and the BOE 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 employees, agents or representatives shall be deemed to be employees of Tooele County or the BOE. Neither Hearing Officer nor any of his 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:



Jeremy Manning

TOOELE COUNTY
BOARD OF EQUALIZATION:



Erik Stromberg
Chair

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney