INDEPENDENT CONTRACTOR AGREEMENT *for* COURT CLERK SERVICES

This professional services agreement is made and entered into this 4th day of April, 2022 (the "Effective Date"), by and between Daggett County, a political subdivision of the State of Utah (hereafter the "County") and Christiana Arbogast, a professional contractor engaged in providing competent court clerical services (hereafter the "Contractor").

WHEREAS, Daggett County Justice Court is in need of a temporary Court Clerk; and

WHEREAS, Contractor has experience and access to required court systems and can provide the needed services; and

WHEREAS, the Parties have agreed to terms regarding the scope, responsibilities, and compensation for the desired services and therefore are ready and able to enter into this agreement whereby the Contractor will provide said services.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereby agree as follows:

1. **Purpose:** The purpose of this agreement is for Contractor to provide temporary Court Clerk services for the Daggett County Justice Court and perform all of the duties of a Court Clerk as described in the Job Description attached hereto as "Exhibit A" and incorporated herein by reference.

2. **Compensation:**
   - **a.** For satisfactorily providing the services to the County, the County shall compensate the Contractor in the amount of TWENTY FIVE dollars per hour. The Contractor shall provide a monthly invoice to the County for Services provided.
   - **b.** Payments to the Contractor for services provided shall be made by the County within thirty (30) days of receipt of an invoice from the Contractor.
   - **c.** If Contractor is a current retiree who receives a monthly retirement benefit from the Utah Retirement System (URS), Contractor will need to provide the retirement date and social security number to the Daggett County Human Resource Office. If Contractor receives a monthly benefit from URS, County is required to notify URS of Contractor's status as independent contractor with Daggett County. All monies Contractor receives from Daggett County will be reported to URS. It is Contractor's responsibility to ensure this contract will not impact Contractor's retirement benefits.

3. **Independent Contractor Status:** Work rendered by the Contractor under this Agreement does not entitle Contractor to any benefits of Daggett County employees. Any amounts paid under this Agreement do not constitute compensation paid to employees. The parties expressly agree that the Contractor is an independent contractor and is not an agent or employee of the County and, as such, is solely responsible for their own

employment taxes, worker's compensation premiums and similar expenses. The Contractor represents and warrants that Contractor complies, and will remain in compliance during the term of this Agreement, with all federal, state, and local laws relating to the payment of employment taxes, worker's compensation premiums and the like. The County assumes no liability for the actions of the Contractor. The Contractor, employees and any subcontractors who perform any work under this Agreement shall also be bound by the provisions of this Agreement.

4. **Term:**
    a. This Agreement shall be for a term of one (1) year from the date of the fully executed Agreement, unless terminated earlier as provided below. However, should the parties mutually agree upon the renewal or extension of this Agreement, then it may be renewed for up to three (3) additional one (1) year terms.
    b. Notwithstanding the foregoing, either party may terminate this agreement, either with or without cause, by giving the other party thirty (30) days advance written notice of said termination.

5. **Indemnification:** The Contractor agree to indemnify, defend and hold the County and its elected and appointed officials, officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees and costs of defense, arising out of any action related to the performance of this Agreement.

6. **Governmental Immunity:** The Countyy is a governmental entity under the *Utah Governmental Immunity Act* (the "Act") pursuant to Title 63G, Chapter 7, *Utah Code Annotated,* as amended. The County does not waive any defense available to it under the Act.

7. **Amendments:** This Agreement may be amended at any time, but only by a written instrument which has been duly approved and executed by the parties.

8. **Severability:** If any provisions of this Agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

9. **Governing Law and Venue:** This agreement shall be governed, construed, and enforced by and under the laws of the State of Utah. Any action brought under this Agreement shall only be brought in either the Eighth Judicial District Court, if in state court, or in the United States District Court for the District of Utah, if in federal court.

10. **Entire Agreement:** This Agreement represents and incorporates the entire understanding of the parties and supersedes all other written or oral representations or commitments by the parties.

11. **Effective Date:** The effective date of this contract shall be the date of execution by all parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate, each of which shall be deemed an original.

DATED:

_____
Matt Tippets, Daggett County Commission Chair

_____
Christiana Arbogast, Contractor

Attest:

_____
Daggett County Clerk/Treasurer