

**GRANT APPLICATION
SERVICES AGREEMENT**

THIS AGREEMENT entered into this 26 day of January, 2016, between TOOELE COUNTY, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and Cindy Coombs, 581 East 1480 North, Tooele, Utah, (hereafter 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. County is in need of PLAN REVIEW services.
- B. Contractor agrees to complete all work under the terms and conditions set forth by the County.
- C. 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).
- D. 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 prepare a grant application to obtain funds for the remodeling or construction of the Tooele County Children's Justice Center. Contractor shall perform its duties competently and timely. County will deliver all the necessary information in its possession for Contractor to prepare the grant application. 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 5.5% of the grant amount received. This agreement is a "total cost contract." The contract rate includes all costs and expenses associated with the service provided.

**SECTION III
TERM & TERMINATION**

This agreement is effective for this project only and shall terminate upon completion of the grant application process. 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
GUARANTEE**

Contractor shall perform all duties requested and agreed to by both parties and shall submit work in good faith. However, Contractor does not imply or promise any guarantee that the grant proposal(s) will be funded. County is not entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements from Contractor that the grant proposal(s) would be funded.

**SECTION VII
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

Cindy Coombs
Cindy Coombs

COUNTY

Wade Bitner
Wade Bitner
Chairman Tooele County Commission