

**GRANT ADMINISTRATOR
SERVICES AGREEMENT**

THIS AGREEMENT entered into this __ day of June, 2018, between TOOELE COUNTY, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and Cindy Coombs, 2076 N 220 W, Tooele, Utah, (hereafter referred to as "Project Manager").

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 GRANT ADMINISTRATION AND PROJECT MANAGEMENT services.
- B. Project Manager agrees to complete all work under the terms and conditions set forth by the County and administer the project per the CDBG program rules and regulations.
- 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 Project Manager:

**SECTION I
DESCRIPTION OF WORK**

Project Manager will prepare a grant application to obtain funds for the remodeling or construction of the Tooele County Children's Justice Center. After the grant is awarded, Project Manager will administer and manage the project for the County. Project Manager shall perform its duties competently and timely. County will deliver all the necessary information in its possession for Project Manager to prepare the application and manage the project. The County disclaims any right to control the Project Manager's performance of the services under this agreement.

**SECTION II
PAYMENT**

County agrees to pay, and Project Manager 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 acceptance and final approval of the project by the State of Utah, Department of Housing and Urban Development ("End of Project"). Either party hereto may terminate this Services Agreement by providing the other with at least thirty (30) days prior written notice of termination. However, if the County elects to terminate the services of Project Manager prior to the End of Project, the County agrees to pay Project Manager for all work completed and services provided up to termination of services at a rate of \$75.00 per hour.

SECTION IV LIABILITY

Project Manager shall indemnify and hold County harmless from all claims of liability for injury or damage caused by any act or omission of Project Manager or its agents in performance of this agreement. Project Manager is NOT a County employee and County does NOT provide workers compensation coverage for Project Manager.

Project Manager 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. Project Manager is an independent contractor and not an employee of County. The parties specifically agree that as an independent contractor, Project Manager neither claims nor is entitled to benefits provided to County employees. County will not withhold taxes from Project Manager's pay and Project Manager is solely responsible for any taxes due or payable from the proceeds of this contract.

SECTION VI GUARANTEE

Project Manager shall perform all duties requested and agreed to by both parties and shall submit work in good faith. However, Project Manager 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 Project Manager 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 B. Brown

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDIT

