

**GEOGRAPHIC INFORMATION SYSTEMS
SERVICES AGREEMENT**

THIS AGREEMENT entered into this **21st day of August**, between **TOOELE COUNTY**, by and through its Community Development Director, Rachelle Custer, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and **Todd Turner, 230 Fieldspring Ct, O'Fallon, IL** (hereafter referred to as "Analyst").

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 GIS Analyst services.
- B. Analyst 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 Analyst:

**SECTION I
DESCRIPTION OF WORK**

County will deliver all the information necessary for the Analyst to complete tasks as assigned by the County. Analyst has agreed to perform work for the County at a fixed rate on an "as needed" or "as assigned" basis and that the County will, in the County's sole discretion, determine when and how to award/assign work to Analyst. **This agreement anticipates approximately 10 hours of service per week.** Analyst shall perform its duties competently and on a weekly basis. Once assigned, the County disclaims any right to control the Analyst's performance of the Services under this agreement.

**SECTION II
PAYMENT**

County agrees to pay, and Analyst agrees to accept, the sum of \$38.00 per hour. 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 one year from the date of execution and shall automatically renew annually unless either party gives written notice of termination to the other party. Notice of termination may be provided by either party, at any time. Once notice of termination has been provided, analyst will complete all previously assigned tasks and County will not assign additional tasks.

**SECTION IV
LIABILITY**

Analyst shall indemnify and hold County harmless from all claims of liability for injury or damage caused by any act or omission of Analyst or its agents in performance of this agreement. Analyst is NOT a County employee and County does NOT provide workers compensation coverage for Analyst. Analyst shall purchase and maintain workers compensation insurance for all of its employees. If Analyst is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah. Analyst agrees to provide written evidence of liability insurance and workers compensation insurance or exclusion to the County within ten days of the execution of this Agreement.

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

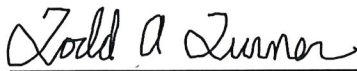
**SECTION VI
BUSINESS LICENSE**

Analyst shall provide a copy of current business license.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date listed above.

ANALYST

COUNTY

 8/21/2019



Todd Turner, Independent Contractor

Rachelle Custer, Community Development Director