



Tooele County Council Agenda Item Summary

Department Making Request:

County Manager

Meeting Date:

November 4, 2021

Item Title:

Request for Proposal assistance regarding properties allocated along Vine and Main St.

Summary:

The services to be provided are to assist the County in the sale of County owned properties located along Vine and Main Street. Services include the preparation of a required Request for Proposal ("RFP"), reviewing and preparing other documents required to prepare the RFP, serve as the County representative for the RFP, assisting as needed, in the selection of the qualified buyer/developer, and assist as requested in the negotiations of the sale of the property.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (the "Agreement") is made and entered into this 26th day of October 2021, by and between Tooele County, Utah (the "Agency"), and RS Contract Management Services (the "Contractor"). Agency and the Contractor are sometimes jointly referred to herein as the ("Parties.")

RECITALS

WHEREAS, the County desires to engage the Contractor to provide certain consulting services, as described in the ("Services") as more fully set below; and

WHEREAS, the Contractor is willing and able to perform the Services; and,

WHEREAS, the Parties desire to establish in this Agreement the terms and conditions under which the Contractor will perform the Services:

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

1. **Scope of Work.**

a. Services. The Contractor will provide the Services to the County at the exclusive direction and oversight of the County Manager acting through the Tooele County Council. The Services to be provided under this Agreement are intended to assist the County in the sale of County owned properties located along **Vine and Main Street**, Tooele Utah. These services will include the preparation of a required Request for Proposal ("RFP"), reviewing and preparing other documents required to prepare the RFP, serve as the county representative for the RFP, assisting as needed, in the selection of the qualified buyer/developer, and assist as requested in the negotiations of the sale of the property.

b. Disclaimer of Right to Control. The Contractor shall perform the Services competently in accordance with applicable laws. Notwithstanding the Contractor's duty to pursue the policies of Tooele County, County disclaims any right to control the Contractor in the specific manners and methods of performing the Services.

c. Contractor Personnel. The Contractor shall perform the Services primarily through Randy Sant but may utilize the Contractor's other qualified employees or consultants.

d. Availability. The Parties recognize that the Contractor's billed hours will vary as Services demand, and the Contractor agrees to provide the hours necessary to complete the Services, tasks, and projects assigned by the County.

2. Contractor Compensation.

a. General Services. Contractor's compensation for providing the services shall be an hourly rate of \$150 per hour. Notwithstanding, the total compensation under this Agreement shall not exceed \$5,000. The Contractor will tabulate and compile all fees for Services on a semi-monthly basis. The invoice must detail the work completed, and the corresponding time billed. The County will pay all completed and proper invoices within 14 days after receipt.

b. Total Cost Agreement. This Agreement is a total cost agreement, and as such the Hourly Rate includes the costs and expenses associated with the provision of the Services by the Contractor, except as hereinafter stated. In addition to paying the Hourly Rate or other agreed-upon compensation, The Parties agree that the Agency is providing the Equipment and Materials to facilitate the Contractor's performance of the Services, including coordination and communication with the Tooele County Council and its employees, and that the Hourly Rate considers the Agency's provision of the Equipment and Materials.

c. Ownership of Service Materials. The County is and shall always be the owner of all project deliverables produced by the Contractor or provided to the County in connection with the performance of the Service, including but not limited to reports, analyses, studies, plans, presentations, software files, and other electronic data, etc.

3. Term of Agreement.

This Agreement shall commence on October 26, 2021, and shall terminate upon the completion of the tasks assigned by County.

4. Termination.

a. Without Good Cause. This Agreement may be terminated without good cause by any Party upon 30 calendar days' written notice to the other Party. Should the Contractor desire termination without good cause, Contractor agrees to continue to perform the Services for the 30-day period after the date of the notice of termination.

b. With Good Cause. Any Party may terminate this Agreement immediately for good cause upon written notice.

c. Notice. Notice shall be in writing and shall be deemed given when personally delivered or mailed by certified mail. Unless changed by written notice, mailing addresses for each of the Parties are as follows:

Contractor:
RS Contract Management Services
P.O. Box 370
Roy, Utah 84067

County:
Tooele County Manager
47 South Main
Tooele, UT 84074

5. Indemnification and Insurance.

Contractor Worker's Compensation Insurance. Contractor shall purchase and maintain worker's compensation insurance for all its employees. At such times as the Contractor has only one employee, Contractor shall either purchase and maintain worker's compensation insurance or obtain a waiver by Workers' Compensation of Utah.

6. Complete Agreement; Amendment.

This Agreement is the only agreement and understanding between the Parties and may be modified or amended only by a written document signed by all Parties thereto.

7. Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. Attorney Fees.

If any formal action or proceeding (e.g., lawsuit, arbitration) is brought by either Party to enforce this Agreement, the prevailing Party shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in any bankruptcy proceeding.

9. Waiver of Jury Trial.

The Parties irrevocably waive all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 26th day of October 2021.

TOOELE COUNTY

James A. Welch
Andy Welch, County Manager

CONTRACTOR

Randy Sant
RS Contract Management
By: Randy Sant

Attest:

ATTESTATION NOT REQUIRED - CRW
10/26/2021

Approved as to form:

Colin Winkler 10/26/2021
Deputy Tooele County Attorney