



Tooele County Council Agenda Item Summary

Department Making Request:
Economic Development

Meeting Date:
January 4, 2021

CC 2 read 1-18

Item Title:

Contract with Better City to provide Economic Development services

Summary:

Our current contract with Better City expires December 31, 2021. Tooele County is currently in the process of hiring an economic development professional and would like to retain Better City on a \$5,000 per month month to month contract to continue providing economic development services until we can get everything up and running in house. This will be funded by the Rural County Economic Development grant received by the State of Utah.

AGREEMENT FOR ECONOMIC DEVELOPMENT AND TOURISM PROFESSIONAL (BETTER CITY)

Agreement made this ^{4th} ~~XXth~~ day of ^{January, 2022,} ~~December, 2021,~~ by and between Tooele County, a body politic of the State of Utah ("County"), and Better City ("Contractor"), for the provision of Economic Development and Tourism services.

1. **Services.** Contractor agrees to serve as an Economic Development and Tourism professional for County as directed by the County. Hours will vary, depending on the demands of the County and meeting schedules. Contractor shall, during all duty periods, devote its time, skill and best efforts to the duties required by County. Contractor will not engage in any other business or sideline during such periods that would interfere with Contractor's duties under this agreement. For administrative duties, Contractor will obey all County rules and regulations and all special instructions given by the Community Development Director and County Council.
2. **Compensation.** As compensation for services performed by Contractor, County shall pay Contractor \$5,000 per month. County shall pay each invoice within 30 days of receipt. Compensation paid pursuant to this agreement includes monies for Contractor's materials, supplies, equipment, cell phone usage, mileage, travel, overhead, and all other incidental costs or expenses incurred by Contractor. Contractor has no expectation of any additional remuneration. Contractor is solely responsible for FICA, federal income tax, state income tax, and other similar obligations. Contractor is not entitled to any benefit or compensation not specifically stated in this agreement.
3. **Initial Term and Subsequent Terms.** The initial term of this agreement shall begin on January 1, 2022, and shall be renewed on a month to month basis.
4. **Termination.** Either party may terminate this agreement for any reason, at any time, upon 30 days' written notice to the other party. Upon termination, County shall pay Contractor for all services rendered to the date of termination. County may, however, withhold monies from such payment if Contractor has outstanding obligations owed to County.
5. **Amendment.** This agreement may only be modified, amended, or supplemented upon written agreement of the parties.
6. **Assignment.** Contractor may not assign this agreement, but may, in the event of emergency or conflict of interest, assign specific matters to another qualified professional. Each such assignment shall require the prior written or oral consent of the Community Development Director.
7. **Entire Agreement.** This document constitutes the entire agreement between County and Contractor. All other agreements, promises and representations, other than those

contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.

8. Severability. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid, or illegal.

9. Force majeure. Neither party shall be responsible for delay or default caused by fire, riot, acts of God, pandemic and/or war that is beyond that party's reasonable control.

TOOELE COUNTY:

James A. Weld
Tom Tripp, Chair *James A. Weld*
Tooele County Council
manager

BETTER CITY:

Jason W. Godfrey
Jason Godfrey
Chief Executive Officer

APPROVED AS TO FORM:

Colin Winchester 01/03/2022
Colin Winchester
Deputy Tooele County Attorney

ATTEST:

Tracy Slone
~~Marilyn K. Gillette~~ *Tracy Slone*
Tooele County Clerk

