

# **EXHIBIT 1- AGREEMENTS FOR INDEPENDENT CONTRACTORS**

# AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and \_\_\_\_\_, license number \_\_\_\_\_ (hereinafter referred to as Contractor) located at \_\_\_\_\_ herewith enter into this agreement for services, effective upon this date: \_\_\_\_\_.
2. RECITALS. The parties recite and declare:
  - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
  - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:
3. SERVICES.
  - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):
    - (1) \_\_\_\_\_
    - (2) \_\_\_\_\_
    - (3) \_\_\_\_\_
    - (4) \_\_\_\_\_
    - (5) \_\_\_\_\_
  - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.
  - C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This agreement shall be in effect beginning \_\_\_\_\_ and ending on, or at any time before, \_\_\_\_\_.
6. TERMINATION OF AGREEMENT. This agreement shall expire on or before \_\_\_\_\_. In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days written notice to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.
7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this agreement, \$\_\_\_\_\_. The County shall pay for services rendered as set forth in Exhibit A upon their completion.
8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made

by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledge that any agreement between the Contractor and Subcontractor is not binding on Grand County.

12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. **DISPUTES.** Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
14. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7<sup>th</sup> Judicial District, State of Utah, Grand County.
15. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. **SEVERABILITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
  - B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
20. **ATTORNEY’S FEES AND COSTS.** In the event of breach of this agreement, the non-breaching party shall recover the attorney’s fees and court costs that result from action or lawsuit brought to remedy the breach.
21. **CONTRACTOR’S, SUBCONTRACTOR’S, AGENTS AND THEIR EMPLOYEES.** It is acknowledged that Contractor’s, Subcontractor’s, Agent’s and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove contractor or subcontractors’ employees engaged in work on County property. Typically, the removal of contractor’s employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.
22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.
23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit “B”. Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS.** The work results and the reports, if any as described in the Scope of Work (Exhibit “A”) shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for

hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

\_\_\_\_\_  
Contractor's Signature          Printed Name of Contractor          Date

\_\_\_\_\_  
County Signature          Printed Name of County Rep.          Date

\_\_\_\_\_  
Clerk Auditor          Date

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### Contact Information

#### Contractor's Contact Information

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

#### County's Assigned Project Manager

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_, Moab UT 84532  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

**Exhibit "A"**  
**Scope of Work**

Contractor herewith agrees to perform the services as set forth in this Exhibit

**Exhibit “B”**  
**Professional License(s) and Insurance**

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.