

CACHE COUNTY
CORPORATION

M. Lynn Lemon
~~SETH S. ALLEN~~
COUNTY EXECUTIVE
120 NORTH 100 WEST
LOGAN, UTAH 84321
Tel 801-752-5935
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COUNTY COUNCIL
SARAH ANN SKANCHY
CHAIRMAN
C. LARRY ANHDER
V. CHAIRMAN
DARREL L. GIBBONS
CHRIS S. CORAY
STUART W. HOWELL
JERRY L. ALLEN
GUY RAY PULSIPHER
STEPHEN M. ERICKSON
CLERK

MEMORANDUM

TO: Stephen M. Erickson
County Clerk

FROM: M. Lynn Lemon
Cache County Executive

SUBJECT: FILING CONTRACT OR AGREEMENT

The attached 95-21-01 is herewith submitted for filing.

Please complete and return the execution checklist to my office.

Certified copies of this document are to be forward to:

1. County Auditor
2. County Attorney
3. County Executive
4. CEC
5. none
6. none

MLL:pwd

*Steve - Please give Todd Helgast one of
the originals -*
Shane

Be sure sticky notes remain attached.

**AGREEMENT FOR TECHNICAL SERVICES
BETWEEN
CACHE COUNTY, UTAH
AND
APPLIED GIS**

THIS AGREEMENT is made and entered into this 20th day of July, 1995, by and between Cache County, a Utah municipal corporation (hereinafter referred to as "County"), whose address is 179 North Main, Logan, Utah, and Applied Ecological Services, a registered Utah corporation, registered to do business as Applied GIS, (hereinafter referred to as "Consultant"), whose address is 550 North Main, Suite 222, Logan, Utah, 84321.

R E C I T A L S

WHEREAS, the County requires the management of a needs assessment/plan and development of a test project for design of a geographic information system.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TS

Consist of this Agreement, the request for proposal, and the Contract Documents is incorporated into this Agreement. If in the request for proposal and the submitted proposal, the precedence.

Providing services necessary to conduct the management of a the development of a county-wide geographic information needs assessment a test project will be completed using an area different applications can be tested. The test project will also project for the capabilities of a geographic information system.

CONSULTANT

work described in request for proposal and submitted and competent manner and in conformity with the standards of ally provided by professionals performing similar services with consultant agrees that request for proposal and submitted includes all services necessary and incidental to completion of the consultant will provide a professionally acceptable finished ordinance with the request for proposal.

*Lynn
I have no
problem with
this contract
market*

*I have reviewed
the Agreement and
see no problems or
concerns.*

SLW

D. EMPLOYMENT OF CONSULTANT

The County hereby employs Consultant as an independent contractor and the Consultant agrees to provide all services comprising the Project in accordance with and as more fully described in request for proposal and submitted proposal. The Consultant shall perform the services upon receipt of written Notice to Proceed from the County.

E. ADDITIONAL SERVICES

Any additional services not provided for in request for proposal and submitted proposal shall be performed only as agreed between the parties as evidenced by a written agreement changing or adding to the terms of this Agreement. All amendments to this Agreement must be made in writing and be signed by both parties. No amendment to the terms and conditions of this Agreement shall be effective unless it complies with this section.

F. REVIEWS

The Consultant shall meet with the County's representatives and staff monthly to ensure that the Project is proceeding to meet the County's goals in development of a GIS system.

G. COUNTY'S RESPONSIBILITY

County agrees that request for proposal and submitted proposal is adequate. The County also agrees to cooperate with Consultant to obtain complete information concerning the requirements of the Project and to perform the following services without cost to Consultant:

1. Access. The County shall provide access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform its services.
2. Consideration of the Consultant's Work. The County shall give thorough consideration to all materials presented by the Consultant and shall inform the Consultant of all decisions within a reasonable time so as not to delay the consultant.
3. Access to Records. The County shall make available to the Consultant those records designated by the Consultant and determined by the County as being necessary for completion of the Project.
4. County Contact. The County shall designate one individual to serve as a contact person to coordinate all activities between County and Consultant.
5. Notice to Proceed. The County shall notify the Consultant in writing when to commence performance of services.

H. PRICE FOR CONSULTING SERVICES

The project as set out in request for proposal and submitted proposal shall be completed at a fixed cost of \$48,500.00. Any additional services other than those described in request for proposal and submitted proposal will be performed as per section E of this Agreement. Payment shall be made in four monthly payments of \$12,125.00.

I. INVOICING

During the term of this Agreement, Consultant shall invoice County not later than the 10th day of each month for the services performed the preceding month. Invoices shall be sent to the County representative as named in this Agreement in Item R. If County reasonably approves the form of such invoice, County shall pay such invoice within thirty (30) days after receipt thereof.

J. PERIOD OF PERFORMANCE

Except as may be changed in writing by the County, the Consultant shall complete the Project in a manner as outlined in the request for proposal, or in four months from receipt of the notice to proceed, whichever is greater.

K. COPYRIGHT

No report, map, document, or other data prepared or completed in whole or in part under this Agreement shall be the subject of an application for copyright by or in behalf of the Consultant.

L. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of, and be binding upon, the County and the Consultant, respectively, and their partners, successors, assigns and legal representatives. Neither the County nor the Consultant shall have the right to assign, transfer, or sublet their interest or obligations hereunder without written consent of the other party.

M. SUBCONTRACTORS

1. Consultant may employ such subcontractors as it deems necessary or advisable for the performance of the Work; and the selection of subcontractors must be approved in advance by the County. Consultant shall use reasonable care in making such selections and shall not employ any unfit persons or any persons not skilled in the Work assigned to them.
2. The County's approval of subcontractors will not relieve Consultant from any responsibilities outlined in the Agreement. Consultant shall be responsible for the actions and liability of the subcontractors, associates and sub-consultants.

3. Consultant shall provide to the county copies of each subcontractor contract prior to execution with the subcontractor. All subcontracts between Consultant and a subcontractor shall refer to and conform to the terms of this Agreement. However, nothing in this agreement shall be construed as making the County a party of any subcontract entered between Consultant and a subcontractor.

N. COMPLIANCE WITH LAWS: INSPECTIONS

Consultant shall perform all work in compliance with all applicable federal, state and local laws and regulations. At all reasonable times, the County shall have free access to and the right to inspect any part of the Work performed or to be performed under this Agreement, including all documents. Access by the County to work products shall be upon written notice to the Consultant.

O. INTEREST ON CONSULTANT

The Consultant covenants that it or its employees do not have nor will they acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services required to be performed as specified in this Agreement.

P. GOVERNING LAW AND FEES

This Agreement shall be enforced and governed under the laws of the State of Utah. Should any party hereto seek to enforce the provisions of the Agreement against any other party, the enforcing party, if successful, shall be entitled to collect all costs and attorneys' fees incurred in enforcing this Agreement, whether done with or without suit, at trial or on appeal.

Q. HEADINGS

Headings of articles, sections and paragraphs in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

R. NOTICES

Any notices given under this Agreement shall be deemed to have been given when mailed, postage prepaid, or delivered to the parties at the addresses set out in this section. The designation of the address of any party may be changed by notice given in the same manner as provided in this Section. All notices required under this Agreement shall be addressed as follows:

County: Mark Teuscher
Cache County
160 N. Main, Suite 203
Logan, Utah 84321

Consultant: Todd Hougaard
Applied G.I.S.
550 North Main, Suite 222
Logan, Utah 84321

S. Capacity

The parties executing this Agreement warrant that they have authority to do so on behalf of the parties and in the capacity shown hereon.

IN WITNESS WHEREOF, this Agreement warrant that they have authority to do so on behalf of the parties and in the capacity shown hereon.

COUNTY:

Cache County

By: M. Lynn Henson

Attest. [Signature]
By: [Signature]

CONSULTANT:

Applied GIS
By: Todd R. Hougaard
Title: Project Manager

