

**Seven County Infrastructure Coalition
Independent Contractor Agreement Amended and Restated**

THIS AGREEMENT by and between the Seven County Infrastructure Coalition, Utah, an independent Utah political subdivision, hereinafter referred to as “COALITION”, and Juliano Consulting LLC, and its principal Pamela Juliano, hereinafter referred to as “Contractor”.

THIS AGREEMENT shall be made effective as of May 5, 2017, and shall run as needed up to three years unless terminated sooner by the COALITION, or by the Contractor.

RECITALS

- A.** Contractor and COALITION entered into an Independent Contractor Agreement effective as of May 5, 2017.
- B.** Contractor and COALITION discovered a mutual mistake in Section Four of the original agreement and desire by this amended and restated agreement to correct that mutual mistake.
- C.** Contractor is willing to contract with COALITION and COALITION is willing to contract with Contractor on the terms, covenants and conditions set forth in this Agreement.
- D.** For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this Agreement, Contractor and COALITION agree as follows:

SECTION ONE – Scope of Services

- A.** COALITION hereby contracts with, engages, and retains Contractor to perform services on a non-exclusive basis, as follows:
 - 1. Serve as a grant/application writer on projects, as approved by the Executive Director for the COALITION. Where allowed, applications will be structured to include administrative, project oversight and funding procurement allowances.
 - 2. Provide regular funding procurement assessments of grants and appropriations to the Executive Director on federal funding procurement opportunities and applications.
 - 3. Manage timelines and deliverables associated with each application process and report to Executive Director on the same.
 - 4. Other related duties as assigned

- B.** Contractor hereby accepts and agrees to such engagement and contract subject to the general supervision and pursuant to the orders, advice and direction of the Executive Director of the COALITION, acting under the direction of the COALITION Board.

SECTION TWO - BEST EFFORT OF CONTRACTOR

Contractor agrees that he/she will at all times faithfully, industrially, and to the best of his/her ability, experience, and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of COALITION.

SECTION THREE - TERM OF THE CONTRACT

Contractor shall be an independent contractor beginning on the effective date of this Agreement, first listed above. Contractor acknowledges that he/she is not an employee of the Coalition, and has no rights as an employee. Invoice of hours worked shall be submitted monthly, no less than 3 days prior to the first Friday of each month and shall be submitted to both the Executive Director and also the Finance Director. Contractor will be issued a 1099 for income tax reporting purposes. The Parties may extend the term of this Agreement for an additional three-year term, if mutually desired and agreed.

SECTION FOUR - COMPENSATION OF CONTRACTOR

COALITION shall pay Contractor, and Contractor shall accept from COALITION, in full payment for contractor's services under this Agreement, compensation at a base rate of \$125.00 per hour for procurement research, including grants and/or appropriations and pre-application process; \$85.00 per hour for letters of interest; \$155.00 per hour for government relations associated with procurement. COALITION shall reimburse Contractor for actual expenses related to his services as grant writer, such as travel expenses, provided Contractor provide the COALITION with receipts or other credible evidence of such expenses.

SECTION FIVE - TERMINATION OF CONTRACT

This Agreement may be terminated at any time for any or no reasons by the COALITION with or without advance notice in the sole, unfettered discretion of the COALITION. Contractor does not have any property interest in the continuation of this contract and it may be terminated without any form of due process or right of appeal. Contractor may also terminate this contract at any time in writing for any reason.

SECTION SIX - RETURN OF EQUIPMENT ON TERMINATION OF CONTRACT

Upon termination of this Agreement by either party, any and all COALITION property in possession or control of the Contractor shall be promptly returned to the COALITION by Contractor.

SECTION SEVEN – BENEFITS

Contractor shall have no right to and shall not be provided any benefits. Contractor shall be responsible to provide his/her own workers compensation insurance, business license, tools or equipment, and all other materials necessary to carry out this Agreement.

SECTION EIGHT - MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation(s) assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

CONTRACTOR

Pamela Juliano
Juliano Consulting LLC

Pamela Juliano
Printed Name

02/15/2018
Date Signed

47-3497700
Tax I.D. No.

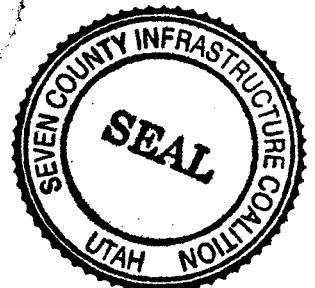
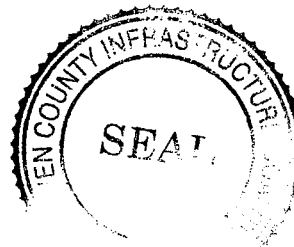
SEVEN COUNTY INFRASTRUCTURE COALITION

Michael J. McKee
Executive Director

May 11, 2018
Date Signed

ATTESTED

Eric Todd Johnson
Eric Todd Johnson, Legal Counsel



(SEAL)
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