

**AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN
WEBER COUNTY AND THE WEBER COMMUNITY FOUNDATION**

This Agreement is made effective the ____ day of _____ 2022, by and between Weber County, a political subdivision of the State of Utah (“County”) and the Weber Community Foundation, a Utah Governmental Nonprofit Corporation (“WCF”) with County and WCF collectively referred to as the “Parties.”

RECITALS

WHEREAS, WCF was created for the purpose of receiving donations or grant funds, then passing such funds to Weber County to be used for the benefit of the Weber County community; and

WHEREAS, WCF is a separate legal entity from County; and

WHEREAS, the provision of effective and efficient core administrative services requires trained personnel with expertise in a variety of areas; and

WHEREAS, County has the personnel and expertise to provide such services and is willing to provide such services pursuant to the terms of this Agreement; and

WHEREAS, WCF has determined that it is in its interest to enter into this Agreement with the County for the provision of administrative services;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, County and WCF, do mutually agree and undertake as follows:

**SECTION ONE
TERM**

- A. This agreement shall be for a period of five (5) years, commencing on that date of execution, unless otherwise terminated as herein provided.
- B. Any Party may terminate any rights and obligations under this agreement at any time by giving ninety (90) days written notice of its intent to withdraw from this agreement.

**SECTION TWO
SCOPE OF ADMINISTRATIVE SERVICE**

County shall provide the following services at no cost to WCF:

- A. Accounting and Financial Services
Accounting and Financial Services shall be provided by the Weber County Clerk/Auditor’s Office as follows:

1. Set up budgetary accounts for WCF, separate from other budgetary accounts managed by the County;
2. Process accounts payable and receivable;
3. Provide the necessary guidelines for WCF to process requests for payments, etc., according to the requirements;
4. Provide a monthly accounting to the WCF director, if one is appointed, of all accounts, balances and expenditures;
5. Provide assistance to the WCF Board of Trustees in developing the annual operating budget, meeting all state and federal requirements for filing;
6. Provide necessary documentation and access to all records relating to the accounts, deposits and expenditures of the agency, as needed, and it's assignees in relation to any and all audits conducted.
7. Coordinate external audits as required by statute.

B. Legal Services

Legal services shall be provided through the Civil Division of the Weber County Attorney's Office as follows:

1. Assistance in the development of contracts for services provided to WCF by an outside source, services provided to other entities or agencies by WCF, purchasing of equipment, and so forth. Review of contracts to ensure the needs of WCF are clearly defined and covered; and
2. Legal consultation in regard to claims against WCF, except that the Weber County Attorney's office shall not represent WCF as counsel of record in lawsuits where WCF is a named party.

C. Treasurer Services

The Weber County Treasurer shall serve as the treasurer of WCF in accordance with the WCF Bylaws. The Treasurer shall receive WCF funds and deposit them into County account to be held in trust for WCF. Unless otherwise determined under this agreement or the WCF Bylaws, the Treasurer shall follow his or her own standard policies and procedures in handling the funds.

D. Clerk Services

The Weber County Commission office shall provide clerk services to WCF, including:

1. Providing notice of Board meetings pursuant to Utah's Open and Public Meetings Act;
2. Keeping written minutes and a recording of all open meetings; and
3. Maintaining records of the Board, including the bylaws, resolutions, and contracts.

**SECTION THREE
MISCELLANEOUS**

A. Amendment

This agreement may be changed, modified or amended by written agreement of the Parties.

B. Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

C. Indemnification

Each of the Parties to this agreement agrees to hold harmless and indemnify the other Party for the wrongful or negligent acts or omissions of their employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents.

D. Insurance

WCF shall provide its own liability insurance on an annual basis. WCF is not covered under the County's insurance policy.

E. WCF and County Employment Status

For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of WCF. WCF employees, if any, shall be considered WCF employees and not employees of the County.

F. Counterparts

This agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one of the same instrument.

- Signatures on Following Page -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Jenkins voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

WEBER COMMUNITY FOUNDATION

By Scott Jenkins
_____, Chair