

**AGREEMENT BETWEEN TOOELE COUNTY AND GERALD C. NEIL
FOR THE SNOW-PLOWING OF COUNTY ROADS IN AND NEAR TERRA**

AGREEMENT dated this 4th day of March, 2021, by and between Tooele County ("County") and Gerald C. Neil ("Contractor") regarding the snow-plowing of certain roads in and near Terra, Utah.

1. Definitions. For purposes of this Agreement:
 - (a) "County equipment" means equipment provided by County for the fulfillment of this Agreement;
 - (b) "Snow season" means each October 1 through the following March 31; and
 - (b) "Roads" means the roads depicted in yellow on attached Exhibit A.
2. Contractor's Duties. Contractor shall:
 - (a) Using county equipment, plow the roads each time the accumulation of snow is equal to or greater than two inches;
 - (b) Operate county equipment in a safe and prudent manner;
 - (c) Immediately notify the Roads Department Director or his designee in the event of property damage or personal injury arising from the operation of county equipment;
 - (d) Timely report all county equipment maintenance issues to the Roads Department Director or his designee;
 - (e) Not operate county equipment while under the influence of drugs (including over the counter medications) or alcohol; and
 - (f) Timely and accurately file all reports requested by the Roads Department Director or his designee.

3. Compensation. As compensation for services performed by Contractor, County shall pay Contractor \$2,000 per year on March 31 of each year, beginning March 31, 2022.

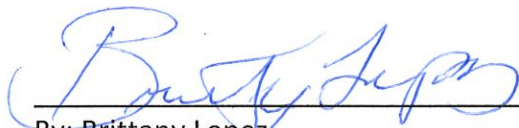
Compensation paid pursuant to this Agreement includes monies for Contractor's materials, supplies, equipment, cell phone usage, mileage, travel, overhead, and all other incidental costs or expenses incurred by Contractor. Contractor has no expectation of any additional remuneration. Contractor is solely 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.

4. Initial Term and Subsequent Terms. The initial term of this Agreement shall begin on October 1, 2021, and shall terminate on September 30, 2022. This Agreement may be extended by the parties in writing for up to five additional one-year periods.

5. Termination. Either party may terminate this Agreement for any reason, at any time, upon 60 days' written notice to the other party. If either party terminates this Agreement during snow season, County's financial obligation to Contractor for that term shall be limited to \$300 per month for each full month of snow season that has elapsed as of the date of termination.

TOOELE COUNTY:


CONTRACTOR:

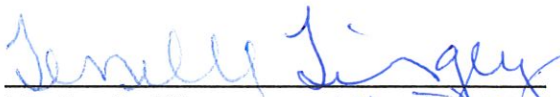

By: Brittany Lopez
Interim County Manager


Gerald C. Neil

APPROVED AS TO FORM:

ATTEST:


Colin Winchester
Deputy County Attorney


Marilyn K. Gillette
County Clerk
