

**AGREEMENT FOR TOM'S LANE RIGHT OF WAY ACQUISITION SERVICES
(ASHLEY BARRERAS)** AJG Acquisition Services

Agreement made this 1st day of May, 2021, by and between Tooele County, a body politic of the State of Utah ("County"), and Ashley Barreras ("Contractor"), for the provision of ROW Acquisition services.

1. **Services.** Contractor agrees to perform right of way acquisition services for a portion of an assemblage of four contiguous tax parcels identified by the Tooele County Recorder as County Parcels 05-044-0-0017, 05-045-0-0020, 05-048-0-0016, and 05-049-0-0010 located at approx. 4350 Cochrane Lane in Erda, Utah, owned by Anna Eggett, for the future Tom's Lane right of way on behalf of Tooele County.
2. **Compensation.** As compensation for services performed by Contractor, County shall pay Contractor \$1,800. Contractor shall provide an invoice to County for services provided by Contractor. County shall pay each invoice within 30 days of receipt. 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.
3. **Term.** The initial term of this agreement shall begin on May 1, 2021, and shall terminate when right of way acquisition is complete.
4. **Termination.** Either party may terminate this agreement for any reason, at any time, upon 60 days' written notice to the other party. Upon termination, County shall pay Contractor for all services rendered to the date of termination. County may, however, withhold monies from such payment if Contractor has outstanding obligations owed to County.
5. **Amendment.** This agreement may only be modified, amended, or supplemented upon written agreement of the parties.
6. **Assignment.** Contractor may not assign this agreement without County's prior written consent.
7. **Entire Agreement.** This document constitutes the entire agreement between County and Contractor. All other agreements, promises and representations, other than those contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.


8. Severability. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid, or illegal.

9. Force majeure. Neither party shall be responsible for delay or default caused by fire, riot, acts of God, pandemic and/or war that is beyond that party's reasonable control.

TOOELE COUNTY:


James A. Welch
Tooele County Manager


CONTRACTOR:

DocuSigned by:
 5/5/2021 | 9:54 AM PDT
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Ashley Barreras AJG Acquisition Services

APPROVED AS TO FORM:


Colin Winchester
Deputy Tooele County Attorney

ATTEST:


Marilyn K. Gillette
Tooele County Clerk

