

#4 Rate 9/21

TOOELE COUNTY CORPORATION
CONTRACT # 21-09-23



Tooele County Council Agenda Item Summary

Department Making Request:

Community Development

Meeting Date:

9/21

Item Title:

Agreement for South Mountain Road Right of Way Acquisition Services

Summary:

Tooele County has hired Ashely Barreras to acquire right of way property for a future road. This contract is for \$1,800.

This was presented by Rachelle back in March, but the paperwork was missing from the packet. This is wrapping up that matter in a transparent way.

**AGREEMENT FOR SOUTH MOUNTAIN ROAD RIGHT OF WAY ACQUISITION
SERVICES
(ASHLEY BARRERAS)**

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.

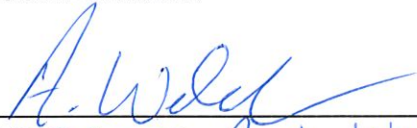
1. **Services.** Contractor agrees to perform right of way acquisition services for a portion of an assemblage of two contiguous tax parcels identified by the Tooele County Recorder as County Parcels 06-008-0-0005 and 06-008-0-0006 located east of Bauer Road along the south side of future South Mountain Road on a portion of Section 7, Township 4 South, Range 4 West in Tooele County, Utah owned by Colleen Westbrook for the future South Mountain Road 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. **Initial Term and Subsequent Terms.** The initial term of this agreement shall begin on May 1, 2021, and shall terminate when right of way acquisition is complete. Unless terminated earlier pursuant to paragraph 4, this agreement.
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, but may, in the event of emergency or conflict of interest, assign specific matters to another qualified attorney. Each such assignment shall require the prior written or oral consent of the County.
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:



Brittany Lopez *Andy Welch*
Tooele County Manager

CONTRACTOR:

DocuSigned by:
Ashley Barreras 9/10/2021 | 8:56 AM PDT
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Ashley Barreras

APPROVED AS TO FORM:

 09/15/2021

Colin Winchester
Deputy Tooele County Attorney

ATTEST:

*THIS SIGNATURE NOT
NECESSARY - Per Colin Winchester
09/15/2021*

Marilyn K. Gillette
Tooele County Clerk