



## Tooele County Council Agenda Item Summary

**Department Making Request:**  
County Attorney

**Meeting Date:**  
Oct 5

*10/5  
Ratified*

**Item Title:**

Contract for Wildlife Mitigation Services with Ivester Tree, LLC

**Summary:**

Contract with Ivester Tree, LLC regarding mitigation of catastrophic wildfire threats in unincorporated Tooele County.

Term: 01.01.2021 to 12.31.2021 Allows for 5 year one-year extensions.

Compensation is \$350 per hour and an annual maximum per year of \$24,000.

**AGREEMENT BETWEEN TOOELE COUNTY AND IVESTER TREE, LLC  
FOR WILDFIRE MITIGATION SERVICES**

AGREEMENT dated this 31st day of July, 2021, by and between Tooele County ("County") and Ivester Tree, LLC ("Contractor") regarding the mitigation of catastrophic wildfire threats in unincorporated Tooele County.

1. Contractor's Duties. Contractor shall:
  - (a) Thin and/or remove vegetation considered to be a fire hazard in unincorporated areas of Tooele County as assigned by the Tooele County Fire Warden ("Warden");
  - (b) Operate equipment in a safe and prudent manner;
  - (c) Immediately notify Warden in the event of property damage or personal injury;
  - (d) Not operate equipment while under the influence of alcohol;
  - (e) Not operate equipment while under the influence of illegal drugs or other drugs that warn against the operation of equipment; and
  - (f) Timely and accurately file all reports requested by Warden.
2. Initial Term and Subsequent Terms. The initial term of this Agreement shall begin on January 1, 2021 and shall terminate on December 31, 2021. This Agreement may be extended by the parties in writing for up to five additional one-year periods. Either party may terminate this Agreement for any reason upon 60 days' written notice to the other party. The parties understand and agree that most or all the work will be performed in the months leading up to and during Utah's fire season.
3. Compensation. As compensation for services performed by Contractor, County shall pay Contractor \$350 per hour, subject to an annual maximum of \$24,000 per calendar year. Contractor shall submit periodic invoices to Warden, and County shall pay invoices within 30 days of submission. 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. Independent Contractor. Contractor is an independent contractor. Contractor has no authority to enter obligations on behalf of County. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties.

5. Insurance and Indemnification. Contractor's equipment and personal property is not insured by County for either damage or loss, and County assumes no liability for any such loss. Contractor shall carry, and upon request provide proof of, commercial general liability insurance with at least \$1,000,000 coverage per occurrence. Contractor shall indemnify and hold County harmless from and against all liability arising out of or related to Contractor's acts and omissions, whether negligent or intentional.

6. Modifications. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

7. Entire Agreement. This document constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been 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 to this contract shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

10. Non-assignability. This Agreement is not assignable.

11. Cost of Default. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

X

X

X

X

X

TOOELE COUNTY:

James Welch

James Welch (Sep 30, 2021 11:53 MDT)

James A. Welch

Tooele County Manager

INVESTOR TREE, LLC:

Chris Ivester

Chris Ivester (Sep 29, 2021 15:08 MDT)

Chris J. Ivester

Registered Agent

APPROVED AS TO FORM:

Colin Winchester 07/15/2021

Colin Winchester

Deputy County Attorney

# TOOELE COUNTY ATTORNEY'S OFFICE

SCOTT A. BROADHEAD, COUNTY ATTORNEY  
Gary K. Searle, Chief Deputy Attorney  
Jordin J. Albers, Deputy Attorney  
Spencer P. Call, Deputy Attorney



Robert L. Clegg, Deputy Attorney  
Wayne A. Freestone, Deputy Attorney  
Scott Shields, Deputy Attorney  
Colin R. Winchester, Deputy Attorney

July 15, 2021

Chris J. Ivester  
IVESTER TREE, LLC  
10 S. Garnet Street, Bldg 669, Ste 22  
Tooele, UT 84074

re: Contract for Wildfire Mitigation Services

Dear Mr. Ivester:

It has recently come to my attention that you have been providing wildfire mitigation services to Tooele County without a written contract. In order to maintain accurate county financial records, a written contract is required.

Enclosed please find a contract that covers this year (2021) and allows for up to five additional one-year extensions. Please sign the contract and return it to me in the enclosed, self-addressed, stamped envelope. After the county manager signs it, I will return a fully signed copy to you.

If you have questions or concerns, please don't hesitate to contact me. Thank you.

Sincerely,

Colin Winchester  
Deputy County Attorney

enc.

cc: Daniel Walton (via email)  
Sheriff Wimmer (via email)  
Alison McCoy (via email)









# 2021 07 15 Ivester Cover Letter and Contract

Final Audit Report

2021-09-30

Created:	2021-09-29
By:	Daniel Walton (dwalton@tooeleco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAUVuG-SyIRaJnCNsWqO-Kz1KD4p5Bs2LLv

## "2021 07 15 Ivester Cover Letter and Contract" History

-  Document created by Daniel Walton (dwalton@tooeleco.org)  
2021-09-29 - 8:55:55 PM GMT
-  Document emailed to Chris Ivester (chris@investertree.com) for signature  
2021-09-29 - 8:57:46 PM GMT
-  Email viewed by Chris Ivester (chris@investertree.com)  
2021-09-29 - 8:57:59 PM GMT
-  Document e-signed by Chris Ivester (chris@investertree.com)  
Signature Date: 2021-09-29 - 9:08:34 PM GMT - Time Source: server
-  Document emailed to James Welch (andy.welch@tooeleco.org) for signature  
2021-09-29 - 9:08:36 PM GMT
-  Email viewed by James Welch (andy.welch@tooeleco.org)  
2021-09-29 - 9:15:34 PM GMT
-  Document e-signed by James Welch (andy.welch@tooeleco.org)  
Signature Date: 2021-09-30 - 5:53:30 PM GMT - Time Source: server
-  Agreement completed.  
2021-09-30 - 5:53:30 PM GMT