



Tooele County Council Agenda Item Summary

Department Making Request:

Community Development

Meeting Date:

November 16, 2021

Item Title:

Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analyses agreement

Summary:

Award approved by the County Council on November 4, 2021. Attached is the agreement for the services to be provided by Lewis, Young, Robertson and Burningham.

Received three proposals from RFP posted on State Procurement site. Scored by a committee of 5 members using various criteria. Would like to award bid to Lewis Young Robertson and Burningham for \$71,500, consultant with the highest score. Money is available in the budget. Have submitted a line-item transfer to cover the additional cost over what was anticipated for the project.

Rachelle Custer will need a copy when approved.

PROFESSIONAL SERVICES AGREEMENT

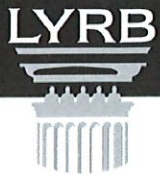
CAPITAL FACILITIES IMPACT FEE FACILITIES PLAN & IMPACT FEE ANALYSIS

FOR: TRANSPORTATION, FIRE/EMS, POLICE,
AND PARKS AND RECREATION

By and Between
TOOELE COUNTY, UTAH and
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

DATED: December 3, 2021





AGREEMENT FOR PROFESSIONAL FINANCIAL SERVICES

This professional services AGREEMENT (the "Agreement") is entered into by and between TOOELE COUNTY, UTAH, _____, whose address is located at _____, Tooele, Utah (the "Client", or "County") and LEWIS YOUNG ROBERTSON & BURNINGHAM, INC., _____, whose corporate offices are located at 41 North Rio Grande, Suite 101, Salt Lake City, Utah 84101 (the "Consultant", or "LYRB") for the purpose of updating the Client's Capital Facilities Plan (CFP), Impact Fee Facilities Plans (IFFP) and Impact Fee Analyses (IFA) related to public safety, transportation, and parks, recreation and trails.

WHEREAS, the Client desires to retain the Consultant for the purpose of receiving advice and consulting expertise related to the update of the Client's CFP, IFFP, and IFA documentation related to public safety, transportation, and parks, recreation and trails, all in compliance with the requirements outlined in Utah Code Title 11, Chapter 36a, as well as other applicable federal and state laws;

WHEREAS, the Consultant is a duly qualified municipal advisory and consulting firm with specific expertise related to capital facility planning and impact fee analysis and implementation; and

WHEREAS, the Client is in need of a consulting team to provide a thorough study and final report that evaluates the Client's impact fees and associated public facilities, including all required analyses, reports, methods of calculation and documentation related to the imposition of impact fees.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Client and Consultant agree as follows:

GENERAL SCOPE OF SERVICES

During the course of this Agreement, the Consultant will perform and provide the services needed, required or desired by the Client as described in the Request for Proposal, which may include, but not limited to, providing the following services:

- ☐ The report will include the method of calculation, and documentation of all relevant data. This study will also include a review of all the County's facility master plans that have recently been conducted by various engineering firms. Our approach will produce defensible and intuitive rate scenarios that will allow County staff to understand the impacts of multiple rate scenarios.

Parametrix will assist the LYRB team in transportation related elements of the Tooele County CFP, IFFP, and IFA project. With the assistance and support from the County, LYRB will update the IFFP for fire/EMS, police, and parks and recreation and the IFA for transportation, fire/EMS, police, and parks and recreation. The following is a detailed work plan to meet the objectives of the County.

PROJECT INITIATION & KICK-OFF MEETING

All members of the project team will attend the project initiation or "kick-off" meeting. This provides an opportunity for the team to understand, in detail, all relevant current issues & establish the appropriate lines of communication. This meeting also **establishes consensus** around the key issues that affect the County and the studies at hand. LYRB staff will utilize this meeting to begin the process of gathering and reviewing planning information, growth projections, historic demands, billing information, and future capital project needs.





TRANSPORTATION CFP AND IFFP

Parametrix will assist the LYRB team in transportation related elements of the Tooele County CFP, IFFP, and IFA project. Parametrix brings a wealth of relevant experience to the team, having completed numerous transportation plans, CFPs and IFFPs throughout the state, including the 2016 Tooele County CFP and IFFP. The Parametrix team is skilled and experienced at the processes required of this work and is knowledgeable of the State's requirements for the preparation of IFFPs and IFAs. The following scope of work describes the two main tasks and fee required to complete the work.

CAPITAL FACILITIES PLAN

Parametrix will draw from its experiences preparing the 2016 Tooele County Transportation Plan, CFP, and IFFP. The development of the new CFP will occur within the following steps:

- ☞ **Review Adopted 2016 CFP:** Parametrix will conduct a thorough review of the 2016 Tooele County CFP and IFFP. The team is at a distinct advantage in this step having produced this work.
- ☞ **Travel Demand Analysis:** Following methods similar to those used for the Transportation Master Plan, Parametrix will utilize the latest version Utah Statewide Travel Model to produce travel forecasts for the County. The process will include a review of socioeconomic and network inputs, as well as a calibration process based on actual traffic data. The team will then conduct 2030 and 2050 no-build forecasts to determine future needs. Build scenario forecasts will also be produced for 2030 and 2050, aimed at preserving the existing level of service.
- ☞ **Projects Update and Cost Estimates:** Based on the steps described above Parametrix will work with the County to develop a phased list of capital transportation facilities. Planning-level cost estimates will be produced for each project based on recent bid prices provided by the County or sourced from near-by projects.

IMPACT FEE FACILITIES PLAN

Parametrix has developed a proven methodology for the preparation of Impact Fee Facilities plans in the State of Utah. In accordance with Impact Fees Act of the Utah code (11-36a-302) Parametrix will:

- ☞ Identify the existing level of service (11-36a302.1.a.i)
- ☞ Establish a proposed level of service (11-36a302.1.a.ii)
- ☞ Identify existing excess capacity to accommodate future growth (11-36a302.1.a.iii)
- ☞ Identify demands place upon existing facilities by new development (11-36a302.1.a.iv)
- ☞ Identify the infrastructure required to meet those demands (11-36a302.1.a.v)

The Impact Fees Act of the Utah Code (11-36a-302) very specifically states what is required of an Impact fee facilities plan. Parametrix is very familiar with these requirements, actively working on other impact fee preparations along the Wasatch front and drawing from previous experience with successful preparations in the State of Utah. Parametrix will complete the following tasks to prepare an Impact Fee Facilities Plan and support an Impact Fee Analysis for a single service area encompassing the County.

EXISTING AND PROPOSED LEVEL OF SERVICE

Parametrix will prepare an examination of the existing level of service in the County. The existing LOS shall be identified as per section 11-36a-302.1.a.i of the Utah code and will be completed by comparing the existing volumes to available capacity on existing roadways. Parametrix will establish a proposed LOS (11-36a-302.1.a.ii), which may only diminish or equal the existing LOS (11-36a-302.1.b).

EXISTING EXCESS CAPACITY TO ACCOMMODATE FUTURE GROWTH

As per section 11-36a-302.1.a.iii of the Utah Code, Parametrix will identify any existing excess capacity within the County to accommodate future growth. Costs already incurred by the city can be recouped through impact fees for eligible roads with excess capacity. The cost eligible to be recouped is proportional to the amount of excess capacity



compared to the total capacity of the facility. This task will be performed by examining results of the LOS analysis and working with the city to identify eligible roadways.

DEMANDS PLACED ON FACILITIES BY NEW DEVELOPMENT

Parametrix will prepare a no-build future travel demand analysis using the Wasatch Front Regional Council Travel Model version 8.3. This will identify the demands placed on existing facilities by new development within the service area, as required by section 11-36a-302.1.a.iv of the Utah Code.

INFRASTRUCTURE REQUIRED TO MEET DEMANDS OF NEW DEVELOPMENT

Based upon the demands placed on existing facilities by new development, Parametrix will identify the projects required to maintain the proposed level of service (per section UCA 11-36a-302) within the service area. Project cost estimates will be used to determine eligible costs to be recouped through impacts fees.

CONSIDERATION OF REVENUE SOURCES

AS per section 11-36a-302.2 of the Utah Code, Parametrix will consider all revenue sources to finance the identified system improvements.

IMPACT FEE ANALYSIS SUPPORT

In support of the Impact Fee Analysis, Parametrix will prepare information required for that work, such as total trip ends generated by future development within the service area and developing a fee schedule for up to 35 anticipated land uses.

PARKS AND PUBLIC SAFETY CFP

LYRB will work with County staff to develop a new CFP for parks and public safety that will occur within the following steps:

- ☞ **Review Adopted 2015-2016 CFP & IFFP:** LYRB will conduct a thorough review of the 2015 and 2016 Tooele County CFP and IFFP.
- ☞ **Projects Update and Cost Estimates:** LYRB will work with the County to develop a phased list of parks and public safety facilities. Planning-level cost estimates will be produced for each project based on recent bid prices provided by the County.

PARKS AND PUBLIC SAFETY IFFP

According to the Impact Fees Act, local political subdivisions with populations or serving populations of more than 5,000 as of the last federal census must prepare an IFFP. LYRB will work with the County to complete the IFFPs for Parks and Public Safety. LYRB will ensure that the necessary planning documents are in place and referenced. In our experience, the IFFP process is extremely collaborative.

- ☞ **TASK 2A: DEMAND GROWTH ANALYSIS AND LEVEL OF SERVICE (LOS)**
LYRB will assist the County in identifying demand and defining the existing and proposed level of service based on data and planning documents provided by the County.
- ☞ **TASK 2B: DETERMINATION OF EXISTING CAPACITY AND EQUITY BUY-IN**
Based on established level of service, LYRB will determine the amount of available capacity to serve future development activity (growth) and complete an "equity" buy-in analysis to determine the appropriate and equitable amount related to current facilities' costs.
- ☞ **TASK 2C: IDENTIFY IMPACT FEE ELIGIBLE CAPITAL FACILITIES**
LYRB, with assistance from the County, will determine if any additional capital facilities or qualifying apparatus are necessary to maintain the existing level of service. LYRB will also review the County engineer's allocation of project improvements versus system improvements to ensure that only system improvements are included in the IFFPs and IFAs.



TASK 2D: IDENTIFY A FINANCING STRUCTURE FOR FUTURE CAPITAL PROJECT NEEDS

The next step of the analysis is to determine how the growth-related infrastructure will be funded. LYRB will analyze the County's current debt financing systems, document the extent of current indebtedness, and identify infrastructure that has been acquired with borrowed funds.

IMPACT FEE ANALYSIS (PROPORTIONATE SHARE ANALYSIS)

LYRB will complete the IFA related to culinary water, wastewater, storm water, transportation, fire/EMS, police, and parks and recreation. LYRB will ensure the impact fee analysis and proportionate share analysis complies with all legislative requirements. Specific tasks include:

TASK 3A: EXCESS CAPACITY & FUTURE CAPITAL FACILITY ANALYSIS

LYRB will rely on data gathered in the tasks above to estimate the proportionate share of costs for existing capacity that will be recouped and the costs of impacts on system improvements that are reasonably related to the new development activity. LYRB will comply with all requirements of the Utah Impact Fee Act.

TASK 3B: CREATE IMPACT FEE SCHEDULES

Following Task 3A, LYRB will calculate the impact fees and create impact fee schedules and formulas for calculating adjusted impact fees.

TASK 3C: CASH FLOW ANALYSIS

LYRB will also prepare a cash flow analysis of impact fee funds to forecast impact fee revenues, annual growth-related costs and any revenue shortfalls.

IMPLEMENTATION

TASK 4A: PRELIMINARY FINDINGS MEETING

After the completion of the above items, LYRB will meet with County staff to review the preliminary findings of the models. This meeting will allow LYRB to provide a status update for the project and receive any feedback regarding model assumptions. LYRB feels this meeting also provides important interaction with the County and ensures quality control. Through coordination with the County, LYRB will develop several scenarios that will address the goals of the County, while balancing political and financial constraints.

TASK 4B: PREPARE DRAFT DOCUMENTS

LYRB will work with the County to complete the IFFPs related to culinary water, wastewater, storm water, transportation, fire/EMS, police, and parks and recreation. LYRB will prepare written IFAs for all of the services identified in the RFP based on the tasks above. These initial drafts will be disseminated to all related parties. LYRB will provide at least four (4) copies of the IFFP and IFA documents.

TASK 4C: ASSIST WITH NOTICING AND ENACTMENT

LYRB will assist with all noticing requirements and the drafting of the impact fee enactments. All notice records and the official enactment will be recorded in the impact fees transcript.

TASK 4D: LEGISLATIVE WORK SESSION

LYRB's expertise includes presentation of detailed data to the legislative body during a work session. This provides an opportunity to dive deeper into the analysis to review the complexities that are inherent in this type of work. LYRB focuses on presenting all assumptions in a concise manner allowing legislators to absorb necessary information and make recommendations. LYRB proposes a work session to review substantially completed findings.

TASK 4E: PROVIDE FINAL WRITTEN IMPACT FEE ANALYSIS, TRANSCRIPT AND CERTIFICATION

The final written analysis will ensure that all elements of the Impact Fees Act (including impact fee certification) are considered. LYRB will certify the IFAs, but it is recommended that the County and LYRB jointly certify the IFFPs as these documents will be a collaborative effort. LYRB will work with legal counsel to ensure that all elements required by the Act are incorporated into the resolution and will assist in the adoption process as needed.



TASK 4F: HOLD PUBLIC HEARING AND FINAL ADOPTION OF IFFP AND IFA

LYRB will prepare a presentation of findings for the public hearing with final impact fees and rate recommendations. LYRB will present at the public hearing and will ensure the project transcript is complete following final adoption of the impact fees. The final deliverable will be the project transcript, which will include the final IFFPs and IFAs.

LYRB will also provide comparable information for surrounding communities as needed, to help County Staff educate the public about the proposed impact fees. LYRB personnel will attend all necessary County Council meetings, public hearings, and work sessions. LYRB will present the study and recommendations to County Staff, the County Council, and stakeholders, in order to answer questions and address any concerns that may arise.

REPRESENTATIONS OF THE CLIENT

The Client represents and warrants that, in connection with any request for the Consultant to proceed with any other services as provided for under the provisions of this Agreement, the Client will take the following actions, among other actions as may be appropriate and necessary, to accomplish the analysis, or to facilitate the timely processing and completion of other services requested by the Client.

- (a) cooperate with the Consultant in all respects and provide the Consultant with all information and data the Client may have in its possession or under its control which is reasonably required by the Consultant and is considered material to the project; and
- (b) compensate the Consultant for all Services rendered under this Agreement and any amendments hereof in accordance with the **General Payment of Compensation, Costs and Expenses** section below.

GENERAL PAYMENT OF COMPENSATION, COSTS AND EXPENSES

The Client shall compensate the Consultant for the Services rendered under this Agreement pursuant to the general terms outlined in the **Cost Proposal** section. Other considerations are as follows:

- (a) for Services rendered in accordance with this Agreement, compensation will be as mutually agreed by the parties at the time the Services are initiated, as documented in a statement of work or other similar document. Compensation will be determined based upon the scope of work performed, as documented in a statement of work or other similar document;
- (b) certain expenses that may be incurred by the Consultant such as mailing or shipping costs, printing, and travel shall be borne by the Client. However, in the event any such expense exceeds the sum of \$500.00, such expense shall be approved by the Client before it is incurred; and
- (c) with respect to the costs and expenses of a particular transaction that are not specifically mentioned or provided for in this **General Payment of Compensation, Costs and Expenses** section, the Client and the Consultant will agree on and arrange for their payment, as the requirements of the particular transaction or engagement are specified.

PAYMENT METHODS

Any fee amount required to be paid hereunder shall be invoiced and paid in periodic payments (most often monthly) as set forth in the applicable statement of work and attached to this Agreement as an Exhibit. Invoices will include a detailed billing statement





COST PROPOSAL

Pursuant to the **General Payment of Compensation, Costs and Expenses** section of the Agreement, the estimated cost of each service requested by the Client as outlined in the Detailed Work Plan is described below.

The combined fee to complete this detailed work plan is estimated at \$71,500.

PARAMETRIX PROPOSED FEE

	PROJECT ROLE	QA/QC	PM	ENGINEER	PLANNER	ACCOUNTING	OFFICE ADM.	TOTAL HOURS	TOTAL COST
ACTIVITY	DESCRIPTION	\$189.78	\$129.40	\$158.30	\$94.61	\$125.60	\$90.24		
	Total Labor	18	130	24	146	8	8	334	\$42,324.66
1	Capital Facilities Plan	6	18	24	28	-	-	76	\$9,210.16
	2016 Transportation CFP Review	4	4	-	8	-	-		
	Projects Update	2	12	-	20	-	-		
	Cost Estimates	-	2	24	-	-	-		
2	Level of Service Analysis	-	14	-	18	-	-	32	\$3,939.20
	Identify existing Level of Service	-	6	-	12	-	-		
	Establish a Proposed Level of Service	-	4	-	-	-	-		
	Existing Excess Capacity Analysis	-	4	-	6	-	-		
3	Travel Demand Analysis	-	36	-	36	-	-	72	\$9,090.00
	Coordinate Land Use Assumptions	-	8	-	12	-	-		
	No-Build Travel Demand Modeling	-	12	-	8	-	-		
	Build Scenario Travel Demand Modeling	-	16	-	16	-	-		
4	Impact Fee Facilities	4	24	-	24	-	-	52	\$6,863.00
	Establishment of required infrastructure	4	16	-	16	-	-		
	Project cost attributable to growth	-	8	-	8	-	-		
5	Impact Fee Analysis Support	-	10	-	12	-	-	22	\$2,727.10
	Preparation of data in support of the forthcoming IFA	-	8	-	8	-	-		
	Develop Fee Schedule for Land Uses	-	2	-	4	-	-		
6	Project Management, Meetings and QA/QC	8	28	-	28	8	8	80	\$10,495.20
	Provide monthly progress reports with invoices	-	4	-	-	8	8		
	Project management, meetings, and QA/QC	4	16	-	16	-	-		
	Document IFFP	4	8	-	12	-	-		
Direct Costs for Mileage			Assumes 400 miles at \$0.56 per mile (private vehicle)						\$224.00
TOTAL COST									\$42,548.66





LYRB PROPOSED FEE

	TASKS	PRINCIPAL	VICE PRESIDENT	ANALYST	TOTAL HOURS	FEE PER TASK
	HOURLY RATE	\$250.00	\$200.00	\$150.00		
	Project Initiation & Kick-off Meeting	2.00	4.00	-	6.00	1,300
Task 1a	Parks and Public Safety CFP	-	17.00	11.00	28.00	5,050
Task 2a	Demand Growth Analysis and Level of Service (LOS)	-	7.00	2.00	9.00	1,700
Task 2b	Determination of Existing Capacity and Equity Buy-In	-	10.00	5.00	15.00	2,750
Task 2c	Identify Impact Fee Eligible Capital Facilities	-	8.00	2.00	10.00	1,900
Task 2d	Identify a Financing Structure for Future Capital Project Needs	1.00	2.00	1.00	4.00	800
Task 3a	Excess Capacity & Future Capital Facility Analysis	-	8.00	2.00	10.00	1,900
Task 3b	Create Impact Fee Schedules	-	24.00	5.00	29.00	5,550
Task 3c	Cash Flow Analysis	-	4.00	2.00	6.00	1,100
Task 4a	Preliminary Findings Meeting	-	3.00	1.00	4.00	750
Task 4b	Prepare Draft Documents	-	4.00	5.00	9.00	1,550
Task 4c	Assist with Noticing and Enactment	-	3.00	1.00	4.00	750
Task 4d	Legislative Work Session	-	4.00	1.00	5.00	950
Task 4e	Provide Final Written Impact Fee Analysis, Transcript and Certification	1.00	4.00	6.00	11.00	1,950
Task 4f	Hold Public Hearing and Final Adoption of IFAs	-	4.00	1.00	5.00	950
Total		4.00	106.00	45.00	155.00	\$28,950

Our team is dedicated to meeting the needs of the County. While we will be engaged in other projects, we will allocate necessary resources to meet our proposed timeline. We do not anticipate that current workloads and availability for other activities will compromise our ability to complete the stated tasks.

CONSULTANT AN INDEPENDENT CONTRACTOR

For purposes of this Agreement and the Services to be performed hereunder, the Consultant, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of the Client. The Consultant is and shall be considered to be an independent contractor in all respects and as such its personnel will not be supervised by the Client officers or personnel and the Client will not furnish facilities or equipment to the Consultant for its use in the performance hereof.

CONFLICT OF INTEREST

The Consultant represents that if a situation occurs whereby an interest of the Client is in conflict with the interests of another client of the Consultant, the Consultant shall promptly disclose the conflict to the Client.

ADDITIONAL SERVICES

If authorized in advance by the Client and in compliance with the terms of this Agreement, the Consultant may furnish services in addition to the basic services described herein. Compensation for those additional services shall be as mutually agreed to by the parties and evidenced by an Exhibit or attachment to this Agreement.

AMENDMENTS

The parties hereto may request changes in the Services or other provisions of this Agreement at any time, but no change shall be effective until it has been mutually agreed to by the parties in writing or is required to be made





pursuant to or because of changes in federal, state or local laws relating to debt issuance by local governments. Except for amendments due to changes in law which shall be deemed to take place immediately as of the effective date of the change in law, all other amendments must be in writing and authorized by both parties, by a duly executed amendment of this Agreement.

COMMENCEMENT, DURATION AND TIMEFRAME

This Agreement shall be effective on the date on which it is signed by both the Client and the Consultant. If signed on separate days, the later of the dates shall be the effective date. This Agreement is in full force and effect until terminated by the Parties according to the **Termination** section below or the project is completed, whichever occurs first.

LYRB anticipates a project schedule of approximately four months as shown below.

Month	November				December				January				February			
Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Orientation and Kick-Off (1 Meeting)																
CFP Development, Travel Demand Model																
Demand Growth Analysis and Level of Service (LOS)																
Determination of Existing Capacity and Equity Buy-In																
Identify Impact Fee Eligible Capital Facilities																
Identify a Financing Structure for Future Capital Project Needs																
Proportionate Share Analysis																
Create Impact Fee Schedule																
Prepare Written IFPP & IFA Drafts																
Preliminary Findings Presentation & Stakeholder Workshop (1 Meeting)																
Assist with Noticing and Enactment																
Provide Final Written Impact Fee Analysis, Transcript and Certification																
Hold Public Hearing and Final Adoption of Impact Fees (1 Meeting)																

TERMINATION

Either party may terminate this Agreement by providing the other party with a written notice of said termination. Any such termination shall be accomplished by one party giving the other party written notice thereof, at least sixty (60) calendar days in advance of the desired termination date. Neither party shall have any liability to the other for damages or other losses because of a termination of this Agreement unless that termination is wrongful and not done in good faith; provided, however, if a termination should occur, the Client agrees to pay the Consultant all amounts due for Services actually performed through and including the termination date and the Consultant shall deliver to the Client all data, reports and information that would be due on the termination date.

MISCELLANEOUS

GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to the conflict of laws or rules thereof.





SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by either party without the written consent of both the Client and the Consultant; provided, however, the Consultant has the right to assign this Agreement as part of a merger, consolidation, or other type of acquisition, as long as the assignee agrees to assume all of Consultant's obligations hereunder.

ENTIRE AGREEMENT

This Agreement is the full and entire understanding and agreement of the parties with regard to the subjects discussed herein.

NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and may be sent by personal delivery, telecopy, overnight delivery service or U.S. Mail, in which event it may be mailed by first-class, certified or registered, postage prepaid. All such notices and communications shall be addressed to the Consultant at the following address at such other address that the Consultant shall have furnished to The Client in writing.

Jason W. Burningham, Managing Principal/Owner
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande Street, Suite 101
Salt Lake City, UT 84101

Notices to be mailed to the Client shall be sent to:

Tooele County
Attn: Rachelle Custer, Community Development Director
47 South Main Street
Tooele, UT 84074

SEVERABILITY

If any provision of this Agreement shall be determined, by a court of competent jurisdiction, to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

TITLES AND SUBTITLES

The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

FURTHER ASSURANCES

Each party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.




AGREEMENT FOR SERVICES & NOTICE TO PROCEED

Upon signing this Agreement, the County officially engages LYRB to perform and complete the tasks and phases listed under the **Detailed Work Plan** and shall constitute a notice to proceed ("**Notice to Proceed**"). The County agrees to cooperate in providing relevant information related to this analysis. Further, the County acknowledges and agrees to provide payment to LYRB as outlined in the Cost Proposal.

This Agreement, including all elements identified herein, is agreed to and accepted this the 3 day of December, 2021.

TOOELE COUNTY, UTAH

APPROVED AS TO FORM:

By:  Council Chair
Tom Tripp
Date: 30 Nov 2021

 11/29/2021
Colin R. Winchester
Deputy Tooele County Attorney

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

By: 
Date: 12/3/2021