

3



Tooele County Council Agenda Item Summary

Department Making Request:
Sheriff's Office / Fire Warden

Meeting Date:
01/18/2022

Reubens

Item Title:
Agreement Renewal – Ivester Tree, LLC – Wildfire Mitigation Services

Summary:

In 2021 an agreement was established with Ivester Tree, LLC to perform wildfire mitigation services for Tooele County with an annual maximum of \$24,000. This agreement terminated on 12/31/2021, with an option to be extended by the parties in writing for up to five additional one-year periods.

The Fire Warden's office is requesting an agreement extension for 2022. Ivester Tree, LLC. has proven to be a reliable contractor who provides thorough and professional services. In order to fulfill requests for assistance with fire mitigation, we need a contractor with a track record of high-quality work and availability for small jobs as they come available.

Fire mitigation is an action required of Tooele County by a cooperative agreement with the State of Utah. The contracted amount of \$24,000 makes up 10.7% of the required fire mitigation efforts that have been included in the budget for 2022.

**EXTENSION OF COUNTY CONTRACT 21-10-10
BETWEEN TOOELE COUNTY AND IVESTER TREE, LLC
FOR WILDFIRE MITIGATION SERVICES
(CALENDAR YEAR 2022)**

WHEREAS, the parties entered County Contract 21-10-10 effective July 31, 2021; and

WHEREAS, County Contract 21-10-10 expired on December 31, 2021; and

WHEREAS, County Contract 21-10-10 provides that it may be extended by the parties in writing for up to five additional one-year periods; and

WHEREAS, the parties desire to extend County Contract 21-10-10 for calendar year 2022;

NOW THEREFORE, the parties mutually agree as follows:

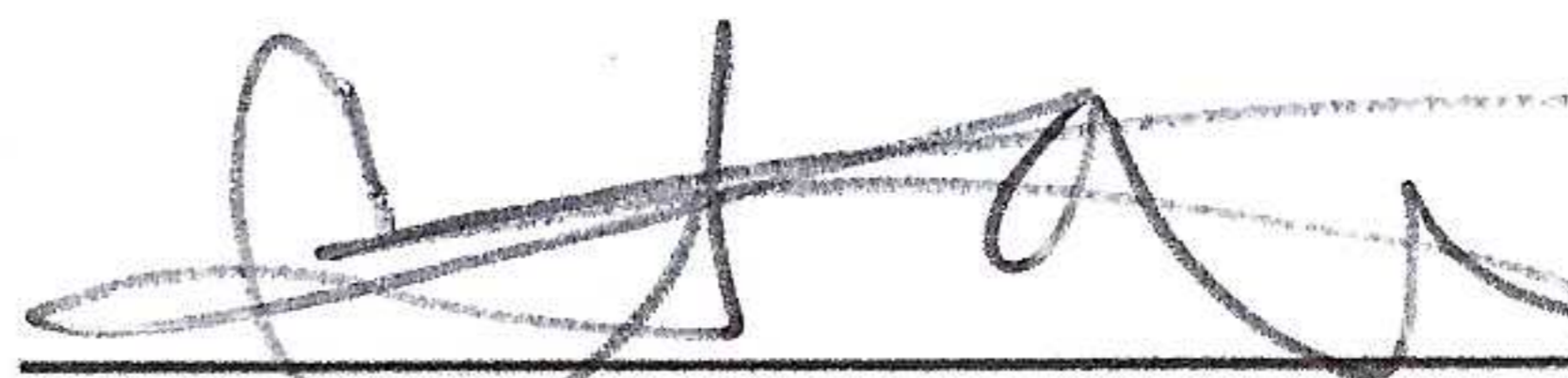
1. County Contract 21-10-10 is extended for calendar year 2022.
2. All other terms and conditions of County Contract 21-10-10 remain in full force and effect.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

INVESTER TREE, LLC:



Chris J. Ivester
Registered Agent

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney

Contract # 21-10-10

**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

INVESTER 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








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: | CBJCHBCAABAAVuG-SylRaJnCNsWqO-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