



### Tooele County Council Agenda Item Summary

**Department Making Request:**

Community Development

**Meeting Date:**

July 5, 2022

*Contract*

**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

Exp date: \_\_\_\_\_

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*

Exp date: \_\_\_\_\_

**Budget Impact:**

**In Budget**  
 **Over Budget**

**Requested Amount: \$** 91,800

**Item Title:**

*Please answer the who? what? when? why?*

Contract with The Research Associates to complete an Economic Development Plan. This project was funded with a grant for \$100,000. There were six bidders that submitted proposals. The Research Associates scored the highest. Their bid was for \$76,500. Requesting the approval for \$76,500 + 20% contingency for a total of \$91,800. This is still under the amount awarded and budgeted for this project.

**List who needs copies when approved:**

## **ECONOMIC DEVELOPMENT PLAN THE RESEARCH ASSOCIATES**

**AGREEMENT** made and executed this June 21, 2022, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and The Research Associates Company ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor agrees to furnish all labor and equipment; and to furnish and deliver all materials not specifically identified as to be furnished by Owner, and to do and perform all work in the creation of Tooele County Economic Development Plan.
2. As payment in full, County agrees to pay to Contractor the amount of seventy six thousand five hundred dollars (\$76,500) in the manner set forth in the specification and proposal.
3. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the project plans and specifications. Said plans and specifications, the notice to contractors, instructions to bidders, proposal, special provisions, and contract bonds, are hereby made a part of this Agreement as though they had been set forth herein.
4. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement.
5. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
6. This Agreement and the documents specified in paragraph 3 above constitute 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.
7. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

8. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

10. 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.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DATED this June 21, 2022.

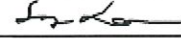
TOOELE COUNTY:



James A. Welch  
Tooele County Manager

THE RESEARCH ASSOCIATES:

Sung Lee

By: 

Title: CEO

APPROVED AS TO FORM:



Colin Winchester  
Deputy County Attorney