

**AGREEMENT BETWEEN TOOELE COUNTY, JED BERRY, AND TAMI ROBERTS
FOR ASSISTANCE WITH REASONABLE ROAD MAINTENANCE SERVICES OF
COUNTY ROADS IN AND NEAR IBAPAH**

AGREEMENT dated this ^{24th} day of **January 2023**, by and between Tooele County ("County") and ~~Jed Berry and Tammy Roberts~~ ^{TAMI} ("Contractor(s)") regarding the **ROAD MAINTENANCE** of certain roads in and near Ibapah, Utah.

1. Definitions. For purposes of this Agreement:
 - (a) "County equipment" means equipment provided by County for the fulfillment of this Agreement.
 - (b) "Road Assistance" means whenever necessary to maintain the roads in good operating condition upon request, to insure safe access of roads.
 - (c) "Roads" means the roads depicted in yellow on attached Exhibit A.

2. Contractor's Duties. Contractor shall:
 - (a) Using county equipment, plow the roads each time the accumulation of snow is equal to or greater than two inches.
 - (b) Assist with reasonable maintenance upon request to maintain said roads in good, usable condition under all weather conditions.
 - (c) Immediately notify the Roads Department Director or designee in the event of property damage or personal injury arising from the operation of county equipment.
 - (d) Timely report all county equipment maintenance issues to the Roads Department Director or designee.
 - (e) Not operate county equipment while under the influence of drugs (including over the counter medications) or alcohol; and
 - (f) Timely and accurately file all reports requested by the Roads Department Director or designee.

3. Compensation. As compensation for services performed by Contractor, County shall pay Contractor \$30.00 per hour. Not to exceed \$5,000.00 per year. Total of (166 hours). 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. Initial Term. The initial term of this agreement shall begin on **January 1, 2023 and shall terminate March 31, 2023.**
5. Termination. Either party may terminate this agreement for any reason, at any time, upon 60 days' written notice to the other party.

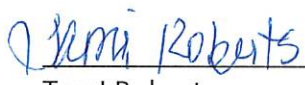
TOOELE COUNTY:

 2/1/2023

Andy Welch
County Manager

CONTRACTOR(S)



Jed Berry


Tami Roberts

TOOELE COUNTY



Jed Bell
Roads Department Director

TOOELE COUNTY

 01/25/2023

Colin Winchester
Deputy County Attorney

Exhibit A

