

**TOURISM MASTER PLAN
HONEY COMMUNICATIONS LLC**

AGREEMENT dated this 25th day of April, 2023, by and between Tooele County, a political subdivision of the State of Utah ("County"), and Honey Communications LLC ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) timely complete and deliver a Tourism Master Plan; (b) furnish all labor, equipment and materials not specifically identified as to be furnished by County; and (c) do and perform all other tasks required by Contractor's submittal ("submittal") dated February 23, 2023.

2. Contractor shall obtain all necessary permits and licenses at Contractor's expense.

3. As payment in full, County shall pay Contractor no more than \$62,600. Contractor shall submit detailed monthly invoices, and upon approval by County, County shall pay those invoices. Invoices shall be submitted to Tooele Community Development Director Rachelle Custer at rachelle.custer@tooeleco.org.

4. Contractor shall perform all work and labor with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances conforming with the submittal. Except as modified in this Agreement, the Request for Qualifications and the submittal are hereby made a part of this Agreement as though they had been set forth herein.

5. Contractor shall begin the project no later than 30 days after this Agreement is approved by County. Contractor shall adhere to the proposed timeline set forth in the submittal, except all dates in the submittal are pushed back 60 days.

6. 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.

7. Commencing in May 2023 and continuing until completion, Contractor shall communicate with Community Development Director Rachelle Custer at least monthly to discuss percentage of completion, expected completion date, impediments to timely completion, etc.

8. 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 tortious acts or Contractor's obligations pursuant to this Agreement.

9. Additional work and deviations from the submittal shall require written change orders which must be approved in advance by both parties.

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

11. This Agreement and the documents specified in paragraph 4 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.

12. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

13. 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.

14. 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.

15. 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 the same instrument.

16. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

TOOELE COUNTY:


James A. Welch
Tooele County Manager
4/25/23

HONEY COMMUNICATIONS LLC


Matthew Kirk Lust
Partner

APPROVED AS TO FORM:


Colin Winchester
Deputy County Attorney
04/06/2023