

AGREEMENT FOR ASSISTANCE WITH 2023 FLOOD CONTROL ACTIVITIES

PROVIDER: England Construction

Agreement Start Date: 5/16/2023

Agreement End Date: 9/16/2023

WHEREAS, Tooele County ("County") expects to soon experience a state of emergency due to severe flooding; and

WHEREAS, County may require assistance in the form of heavy equipment and personnel to aid in flood control activities; and

WHEREAS, Provider has the necessary heavy equipment and personnel to assist in flood control activities; and

WHEREAS, Provider is willing to participate in needed flood control activities;

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope.** Upon County request, Provider shall provide heavy equipment and personnel to aid in flood control activities within Tooele County. Such activities include excavation, dewatering, debris removal, and similar flood control activities.
2. **Term.** This initial term of this Agreement begins and ends on the dates shown above. The parties may, by written mutual agreement, extend the term.
3. **Compensation.** County shall compensate Provider pursuant to Schedule A.
4. **Invoices and Payments.** Provider shall submit weekly invoices to County, and County shall pay Provider net 30.
5. **Indemnification.** Provider shall indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Provider's services.
6. **Insurance.** Provider shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Provider shall provide County with a certificate of insurance evidencing such coverage.
7. **Modifications.** This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

8. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
9. Successors and Assigns. 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.
10. Compliance with Law. Provider shall comply with all applicable federal, state, and local laws and regulations.
11. Termination. Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other party.
12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

TOOELE COUNTY



James A. Welch
Tooele County Manager

England Construction



By: Dustin England
Title: Manager

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney

SCHEDULE A

Equipment	Rate per hour (includes equipment, operator, fuel, supplies, mobilization) Rates based on 8 hour day minimum	
Excavators	\$ 170	Plus \$800 each mobilization
Backhoes	\$ 125	Plus \$800 each mobilization
Loaders	\$ 135	Plus \$800 each mobilization
Dump trucks	\$ 125	Includes mobilization
Skid steers	\$ 115	Plus \$200 each mobilization
	\$	
	\$	
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	\$	