

**AGREEMENT FOR ACCESS, INSTALLATION, AND MAINTENANCE BETWEEN
TOOELE COUNTY AND THE STATE OF UTAH FUEL NETWORK**

This Agreement is made and entered this 1st day of Nov, 2011, by and between Tooele County (County), and State of Utah Fuel Network (State).

Project

Tooele County Emergency Management (TCEM) is constantly trying to identify ways to improve Tooele County's overall emergency response capabilities. With that in mind, TCEM will be connecting a generator located at the County's Communications Shop/Garage facilities with the electrical control panel of the State's Consolidated Fuel Site (CFS). Such connection shall occur after reasonable notice is provided to State, to ensure a State representative is present during the connection and can verify the project is accomplished in accordance with any reasonable requirements of the State as well as applicable laws, rules, and codes.

Scope of Agreement

The State grants the County reasonable access to the CFS in order to connect and maintain a generator on the CFS electrical control panel. Furthermore, the State and County agree to the following:

1. The County will be responsible for all the costs associated with connecting and maintaining the connection with the generator.
2. The County will maintain complete ownership and control of the generator.
3. The State will cooperate in providing emergency access to the electrical panel so that, if an emergency exists as reasonably determined by TCEM that warrants the shutting off of the generator, the generator connection can be shut off.
4. Except in the case of emergency, the State will give the county reasonable notice before it disconnects or interferes in any way with the generator's connection to the CFS's control panel.

County's Responsibility

The County will act with the utmost care when accessing, connecting, and maintaining their generator connection with the CFS electrical control panel. The County will be liable for property damage or personal injuries related to the CFS which are intentionally or negligently caused by the County or its agents, contractors, or anyone for whom the County is liable. The County will not be liable to the extent such damages are due to the intentional or negligent act of the State or by a third party that is not under the control of County.

Other Conditions

1. Severability: If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.
2. 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.
3. Entire agreement: It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.
4. Termination Clause: This Agreement may be terminated for any reason upon thirty (30) days written notice delivered to the other party. This Agreement may be terminated immediately upon the delivery of notice to the other party where there is a material breach of this Agreement, when, in the reasonable determination of the party seeking termination, it is necessary to protect persons or property. In the event of a termination under this provision, County shall promptly disconnect the generator in a manner customary in the industry and leave the site in its original condition as of the date of entering into this Agreement.
5. The Signatories below represent that they are duly authorized to represent and bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written below.

TOOELE COUNTY

Colleen Johnson
Colleen Johnson, Commission Chairman
Date: 1 Nov 2011

STATE OF UTAH FUEL NETWORK

Jeff Done
Jeff Done
Date: Nov-16, 2011

ATTEST:

Marilyn Gillette
Marilyn Gillette, County Clerk
Date: Nov-1, 2011



APPROVED AS TO FORM:

Doug Hogan
Doug Hogan, Tooele County Attorney
Date: 11/3/11