

TOOELE CITY CORPORATION

RESOLUTION 2026-31

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH PAUL HANSEN ASSOCIATES, L.L.C. FOR CITY ENGINEERING SERVICES.**

WHEREAS, Utah Code §10-1-202 authorizes municipalities to enter into contracts; and,

WHEREAS, Tooele City Code §1-6-9 authorizes the Tooele City Mayor to sign contracts on behalf of the city pursuant to Tooele City Council resolution; and,

WHEREAS, the City has a continuing need for quality city engineering services, and has contracted with Paul Hansen Associates, L.L.C. for these services for about 27 years, during which Mr. Hansen has rendered excellent service; and,

WHEREAS, the Tooele City Council and Administration find that it is in the best interest of Tooele City to contract with Paul Hansen Associates, L.L.C. for city engineering and related services; and,

WHEREAS, a copy of the proposed contract is attached hereto as Exhibit A; and,

WHEREAS, such contract provides for a term of four years beginning July 1, 2026, and adjusts for inflation; and,

WHEREAS, Paul Hansen, P.E. will be appointed to and serve as the Contract City Engineer for the duration of this proposed contract; and,

WHEREAS, under the contract, Paul Hansen Associates, L.L.C. will provide engineering interns and assistants, as necessary, to assist in city engineering services:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized on behalf of Tooele City to sign a contract with Paul Hansen Associates, L.L.C. for city engineering services under the terms set forth in Exhibit A, and that Paul Hansen is hereby appointed Contract City Engineer for Tooele City for the term of the contract.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 3<sup>rd</sup> day of June, 2026.

TOOELE CITY COUNCIL

(For)

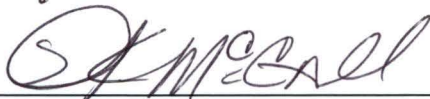
(Against)

  
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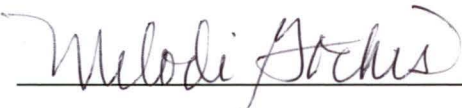
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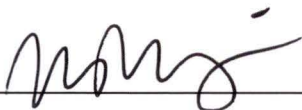
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ABSTAINING: \_\_\_\_\_

TOOELE CITY MAYOR


(For)

(Against)

  
\_\_\_\_\_

\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Shilo Baker, Tooele City Recorder

SEAL



Approved as to Form:

  
\_\_\_\_\_  
Matthew C. Johnson, Tooele City Attorney

Exhibit A

Professional Services Contract

## PROFESSIONAL SERVICES CONTRACT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and PAUL HANSEN ASSOCIATES, L.L.C. of Sandy, Utah, a limited liability company organized and licensed to do business in the State of Utah, (hereinafter "Contractor") enter into this Contract effective July 1, 2026 (the "Effective Date").

### 1. General Recitals.

- a. Whereas, City desires to obtain and continue receiving assistance from Contractor in meeting certain of its needs relating to the provision of city engineering services for Tooele City; and,
- b. Whereas, Contractor is willing and able to assist City with the services; and,
- c. Whereas, the parties desire to reduce to writing the Contract between them for Contractor's assistance with the services:

Now, therefore, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

### 2. Services.

- a. Description. The Contractor shall provide the following services to the City:
  - (1) Review, evaluate, and process site plans and subdivision proposals submitted to the City;
  - (2) Evaluate and assist in the preparation of bond agreements between development applicants and the City;
  - (3) Serve as a technical resource for the City's culinary water, secondary water, storm water, sanitary sewer, street, planning, and other divisions;
  - (4) Assist in the formation and operation of special service districts;
  - (5) Evaluate, recommend, and coordinate the design and construction of public improvements;
  - (6) Review and make recommendations regarding reimbursement agreements;
  - (7) Coordinate, communicate, and meet with City officers, employees, contractors, and the public concerning the aforementioned duties;
  - (8) Have Paul Hansen represent the City as the Contract City Engineer.
- b. Additional Services. The City may request additional services by written task order supplement. The City and the Contractor shall negotiate the terms and compensation for additional work requested by task order supplement.
- c. Disclaimer of Right of Control. Contractor shall perform its duties competently in accordance with applicable law and accepted engineering practices. The City expressly disclaims any right to control the Contractor in the specifics of the performance of the Contractor's duties.
- d. Contractor Personnel. The parties agree that the Contractor may perform its duties through the personal services of Paul Hansen or another of Contractor's qualified employees.

- e. Availability. Contractor agrees to designate and maintain certain and specific hours during which its designated representative generally will be available at the City offices or by electronic communication, as necessary, in support of the activities required under the terms of this Contract.
- f. Anticipated Hours. Contractor and the City recognize that the Contractor's billed hours will vary as duties demand. However, the parties estimate that over the course of the contract the Contractor will devote an average of approximately 32 hours per week under the role of Contract City Engineer to fulfill the Contractor's obligations, and an average of approximately 32 hours per week under the role of Engineering Intern.

### 3. Compensation.

- a. Rate and Hours. The City shall pay the Contractor at the rate of \$149.00 per hour for services rendered as Contract City Engineer, and \$95.40 per hour for services rendered as Engineering Intern. The Contractor may invoice the City semi-monthly for the services. Recognizing inflationary increases to the cost of living and the cost of business operations, the City shall increase these hourly rates on July 1 of each Contract year by the average Consumer Price Index for the previous 12-month period.
- b. Total Cost Contract. This Contract is a "Total Cost Contract" and, as such, the contract rates set out above include costs and expenses associated with the provision of the Contractor's services, except as hereinafter stated. The City will provide the following services: equipment and materials for use by Contractor, office equipment as needed, including but not limited to furniture, computer, office telephone, radio, printing and reproduction services, secretarial help, postage, delivery services, and other materials reasonably and necessarily associated with the performance of the services required under this Contract. The parties stipulate that the City is providing these services, equipment, and materials to facilitate the Contractor's coordination and communication with the City's officers and employees, and that the Contractor's hourly rates have taken into consideration the City's provision of services, equipment, and materials.
- c. Travel Reimbursement. The parties agree that if the City requests the Contractor's representative to travel outside of the local area for business or activities reasonably and necessarily associated with the performance of the services required under this Contract, the City shall reimburse the Contractor for the following reasonable travel expenses: meals, lodging, and transportation expenses. Use of the Contractor's owned vehicle during performance of the services shall be reimbursed at the City established mileage reimbursement rate. Contractor shall submit documentation of its expenses along with any request for reimbursement.
- d. Payment and Limitations. Payment shall be based upon the invoiced number of hours at the contract rate plus travel reimbursements for the preceding half month. The City's obligation under this contract shall not exceed \$406,700 per contract year, not including services requested by task order supplement.

- e. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

**4. Record Keeping.**

Contractor agrees to maintain a record of services rendered on behalf of the City, including the number of hours expended and a description of the services performed. Contractor shall retain these records for a period of three years after the services are performed and shall provide the City access to Contractor's records for review at the City offices upon 72 hours written notice.

**5. Contract Term.**

This Contract shall commence on the Effective Date and continue for a period of four years. This Contract supersedes all previous contracts between the parties.

**6. Termination.**

- a. Without Good Cause. This Contract may be terminated without good cause by either party upon ninety (90) calendar days written notice. Should the Contractor desire termination without good cause, Contractor agrees to continue to fulfill its duties for the ninety-day period subsequent to the date of the notice. Should the City desire termination without good cause, the City agrees to retain the Contractor's services for the ninety-day period subsequent to the date of the notice.
- b. With Good Cause. Either of the parties may terminate this Contract immediately for good cause upon written notice.
- c. Notice. Notice shall be deemed given when personally delivered or mailed by certified mail. Unless changed by written administrative amendment to this Contract, addresses for each of the parties are as follows:

Contractor: Paul Hansen Associates  
1073 East 11780 South  
Sandy, Utah 84094

City: Tooele City Mayor  
90 North Main  
Tooele, Utah 84074

**7. Indemnification and Insurance.**

- a. City Insurance and Indemnity. City agrees to add Contractor to City's liability insurance policy and to indemnify Contractor, and its employees and consultants, against claims by third parties alleging injury caused by the negligence of the Contractor, or its employees or consultants, while performing duties within the scope of this contract.
- b. Contractor Worker's Compensation Insurance. Contractor shall purchase and maintain worker's compensation insurance for all of its employees. At such times as the Contractor has only one employee, Contractor shall purchase and maintain worker's compensation insurance or shall obtain a waiver by Worker's Compensation of Utah.

- c. Contractor Liability Insurance and Indemnification. Contractor agrees to obtain and maintain professional liability insurance for the purpose of claims of liability related to engineering, design, and project management of infrastructure designed by the Contractor for and in behalf of the City. For such claims, Contractor further agrees to indemnify the City and hold the City, its officers, and employees harmless from all claims of liability for injury or damage caused by any negligent acts or omissions of Contractor or any of Contractor's officers, employees, or agents in performance of this Contract to the limit of \$1,000,000.
- d. Evidence of Insurance. Contractor shall provide written evidence of liability and workers compensation insurance to the City within 30 days of the execution of this Contract.

8. **Complete Contract.**

This Contract is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. **Partial Invalidity.**

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Maresa T. Manzione, Tooele City Mayor

\_\_\_\_\_  
Paul Hansen Associates, L.L.C.  
By: Paul Hansen

Attest:

\_\_\_\_\_  
Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Matthew C. Johnson, Tooele City Attorney