

TOOELE CITY CORPORATION

RESOLUTION 2026-57

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE INSTALLATION OF THREE PAVILIONS AT WIGWAM PARK.

WHEREAS, the City Administration, including the Director of Parks and Recreation, recommends to the City Council the installation of pavilions at Wigwam Park ("Project") to improve the parks and recreation experience at this park; and,

WHEREAS, in order to assure good taxpayer value, and in accordance with Utah code §11-39-101 *et seq.* and City procurement policies, the City bid the Project contract, and Broken Arrow, Inc., was the lowest responsible responsive bidder, with a cost proposal of \$34,638.04; and,

WHEREAS, the bid results are attached as Exhibit A, and the proposed agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit B with Broken Arrow, Inc., for the pavilion Project is hereby approved, in the amount of \$34,638.04.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately 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 5th day of August, 2026.

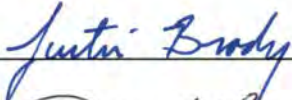
TOOELE CITY COUNCIL

(For)

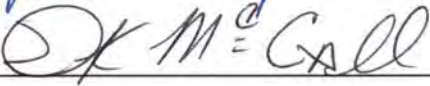
(Against)



Melodi Archer



Justin Brady



K M Gall



John L. Hume

ABSTAINING: _____

MAYOR OF TOOELE CITY

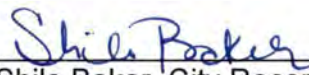
(Approved)

(Disapproved)



Mayor

ATTEST:



Shilo Baker, City Recorder



Approved as to Form:



Matthew C. Johnson, City Attorney

Exhibit A

Bid Tabulation

Bid Results

2026 Wigwam Concrete Pads & Pavilions Project

[illegible]

Exhibit B

Agreement
Broken Arrow, Inc.



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Broken Arrow of 8960 Clinton Landing Road, Lake Point, UT 84074** (hereinafter "Contractor") enter into this Agreement on the **29 day of July, 2026** (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

Wigwam 4 Canyon Road Tooele, UT 84074
Wigwam Concrete Pads & Pavilions Project

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - **Install (3) three 12x12 owner provided canopy pavilions**
 - **Owner will identify location of each pavilion with the contractor**
 - **Includes (4) rebar enforced concrete footings per pavilions**
 - **Anchor bolt placement**
 - **Assembly of shelter frame and roof**
 - **14'x14'x6" thick concrete pad w/thickened edge & footing at corners**
 - **Contractor is responsible for site safety of installation project area**
 - **Contractor is responsible for cleaning during and after completion of project**
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$34,638.04** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **October 31, 2026**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all

lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement 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. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Approved as to form:

Shilo Baker, Tooele City Recorder

Matthew C. Johnson, Tooele City Attorney

Seal

(Revised 08/14/2025)



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date