FIRST AMENDED

INDEPENDENT CONTRACTOR AGREEMENT

RE: IVINS IRRIGATION COMPANY SYSTEM

OPERATION & REPAIRS

THIS AGREEMENT (the "Agreement"), is made and entered into by and between IVINS IRRIGATION COMPANY, a Utah corporation ("Irrigation Company") and IVINS CITY, a political subdivision of the State of Utah ("Contractor"), collectively referred to herein at times as the "Parties."

RECITALS

WHEREAS, the Parties are desirous to enter into an agreement for the City to provide ~~repair~~ independent contractor services for the operation and repair of the Irrigation Company's water system upon the terms and conditions set forth herein; and

WHEREAS, the City has a public interest in protecting both public property and the private property of its citizens from damages that could result from leaks in, or unmanaged operations of, the Irrigation Company's water system;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby stipulate and agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall commence upon approval by the Ivins City Council and execution by the Parties and shall continue thereafter until: 1) either party gives the other thirty (30) days written notice of termination; or 2) either party breaches this Agreement.
2. Scope of Services. Contractor agrees to manage operations and to make repairs to Irrigation Company's water system located within the city as Contractor is reasonably able to schedule and perform such services ~~repairs~~. In doing so, Irrigation Company hereby authorizes the City to access and use valves in Irrigation Company's water system to turn off water to that part of the water system requiring service, where a leak is located in order to prevent further damage caused by a leak in the system and/or while the City makes repairs to the water system.
3. Indemnification. Irrigation Company does hereby covenant and agree to indemnify and hold harmless the City, its elected and appointed officials, employees, agents and volunteers from any and all claims, demands, suits, actions, damages, or losses of any kind and nature, including all costs connected therewith, by reason of any personal injury or property damage arising out of, or in any way related to, the Irrigation Company's water system or that may arise out of the City using its authority to turn off water to that part of the water system requiring service ~~where a leak is located~~.

4. Non-Exclusive Agreement. This Agreement is non-exclusive meaning the Irrigation Company may retain the services of other contractors to perform repairs on its water system.
5. Consideration. In consideration of the services provided by Contractor, the Irrigation Company shall reimburse Contractor for time and materials used in managing the operations of or making repairs to Irrigation Company's water system. Contractor shall be responsible for providing the Irrigation Company with an invoice for payment which Irrigation Company agrees to pay within 15 days of receipt.
6. Independent Contractor. It is expressly understood that Contractor is an independent contractor under this Agreement. Neither the Irrigation Company nor any employee or agent of the Irrigation Company shall be considered an agent or employee of the City due to this Agreement.
7. Controlling Law and Venue. This Agreement has been made under the laws of the State of Utah and such laws shall control its enforceability. Any action to interpret or enforce this Agreement shall be brought in the Fifth District Court in and for Washington County, State of Utah.
8. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any prior or concurrent agreements; no oral or written terms or conditions which are not expressly contained in this Agreement shall be binding. This Agreement may not be amended except by written agreement of the Parties.

IVINS CITY:

_____

Dated:_____

IVINS IRRIGATION COMPANY:

_____

Dated:_____

ATTEST:

_____
Kari Jimenez, Ivins City Recorder