

**MINUTES  
BOX ELDER COUNTY COMMISSION  
MAY 4, 2016**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 4:45 p.m. on **May 4, 2016**. The following members were present:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Diane Fuhriman	Senior Clerk

EXCUSED: Marla R. Young Clerk

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence
5. CIP – Public Safety Building – Tom Kotter

The Administrative/Operational Session adjourned at 4:59 p.m.

The regular session was called to order by Chairman Scott at 5:00 p.m. with the following members present, constituting a quorum:

Jeff Scott	Chairman
Stan Summers	Commissioner
Jeff Hadfield	Commissioner
Diane Fuhriman	Senior Clerk

EXCUSED: Marla R. Young Clerk

The prayer was offered by Commissioner Summers.  
The Pledge of Allegiance was led by Treasurer Shaun Thornley.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF APRIL 20, 2016 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER SUMMERS, SECONDED BY COMMISSIONER HADFIELD AND UNANIMOUSLY CARRIED.**

**AGENDA: ATTACHMENT NO. 1****ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION****SafeUT App for Utah Students – Commissioner Summers**

Commissioner Summers stated he is a member of the suicide coalition which has come out with a SafeUT app for iPhones and androids. He said after having three suicides in the county last month it is important to know there are other avenues out there for kids. Commissioner Summers said Box Elder County is one of the top ten in the nation for suicides. He feels this app is a good idea that may save a life someday.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

Auditor Tom Kotter introduced Jason Cook who has a contract for agricultural land he leases from the municipal building authority. The dates on the previous contract were incorrect and this contract clarifies those dates. Mr. Cook has paid the entire lease which expires in December 2016.

**UTILIZATION OF PARKING LOT FOR A FARMERS MARKET – DAVID WALKER**

David Walker, Co-Founder of Historic Downtown Brigham City, said this is a newly formed organization charged with doing historic preservation and economic development on Main Street. He stated they have been working closely with Brigham City Economic Development Director Paul Larsen and Box Elder County Tourism Director Joan Hammer.

Mr. Walker asked for permission to utilize the south parking lot every Saturday beginning mid-June until mid-September for a public market. The vision is to see local fresh produce, quilts, pottery, artwork, jewelry and potentially food and beverage items. There would be a nominal fee of \$5.00 per person. Mr. Walker said insurance is in place and all the needed certificates and papers are in order.

Building Official Codey Illum said there is no seating available and he is concerned about the flower gardens and the mess left after the events.

Mr. Walker explained public markets are not a sit-down type of event. They are mostly people wandering through, talking to vendors, picking up produce and moving on. He said their hope is they will also visit the downtown stores and restaurants and improve the economic viability of the marketplace.

Chairman Scott asked Mr. Walker to provide a written plan specifying the dates and details of what is needed.

**APPOINT PLANNING COMMISSIONER/MELLONEE WILDING – SCOTT LYONS**

Community Development Director Scott Lyons said after serving three terms, Jay Christensen has decided to give someone else a turn to serve as a planning commissioner. Mr. Scott said Mellonee Wilding from the South Willard area will make a very suitable replacement.

MOTION: Commissioner Hadfield made a motion to appoint Mellonee Wilding as the new planning commissioner. The motion was seconded by Commissioner Summers and unanimously carried.

**ROBINSON SUBDIVISION FIRST AMENDMENT TO LOT 1 – SCOTT LYONS**

Community Development Director Scott Lyons said the subdivision is located just east of Tremonton City. The owner of lot one, containing 1.76 acres, wants to subdivide into two lots. The new lot would be a half-acre lot and the remaining 1.26 acres will have the home and outbuildings. It has been through all necessary reviews and is recommended for approval.

MOTION: Commissioner Summers made a motion to approve the Robinson Subdivision First Amendment to Lot One. The motion was seconded by Commissioner Hadfield and unanimously carried.

**LOCAL TRANSPORTATION CORRIDOR PRESERVATION FUND 2016 PRIORITY – SCOTT LYONS**

Community Development Director Scott Lyons said the state code that applies to the Local Transportation Corridor Preservation Fund both requires and allows the commission to give final approval of an annual priority list. He stated this list acts like a wish list and makes projects eligible for application. If a city or the county wanted to apply for funds, the project would need to be on the list. The deadline for applications for 2016 is August 1. If there isn't sufficient funding for all the applications received there will be a selection process from there.

MOTION: Commissioner Hadfield made a motion to approve the Local Transportation Corridor Preservation Fund. The motion was seconded by Commissioner Summers and unanimously carried.

*(See Attachment No. 2 – Priority List.)*

**CORRIDOR PRESERVATION FUND APPLICATION TREMONTON–SCOTT LYONS, SHAWN WARNKE**

Community Development Director Scott Lyons said Tremonton City has submitted an application as a part of the 2016 funding year. The application is for one of the corridors Tremonton City has on its master plan. The application has been reviewed by the sub-committee and the council of governments and comes with a recommendation of approval.

MOTION: Commissioner Summers made a motion to accept the corridor preservation fund application from Tremonton City. The motion was seconded by Commissioner Hadfield and unanimously carried.

*(See Attachment No. 3 – Application.)*

**MOU #16-09/WITH FORESTRY, FIRE, AND STATE LANDS – TIFFINE BINGHAM**

Fire Marshal Administrative Assistant Tiffine Bingham presented MOU #16-09 and said there are no substantial changes from last year.

MOTION: Commissioner Hadfield made a motion to approve MOU #16-09 with the Division of Forestry, Fire, and State Lands. The motion was seconded by Commissioner Summers and unanimously carried.

*(See Attachment No. 4 – MOU.)*

**APPROVAL OF CBM CONTRACT #16-10 FOR COMMISSARY SYSTEM – SHERIFF POTTER, COMMANDER HUTHMAN**

Jail Commander Huthman said they have found a commissary system that meets all of their needs, the needs of the auditor's office, and has no cost to the county.

County Auditor Tom Kotter commended Commander Huthman on a job well done as far as the research she has put into this and the way she has looked for ways to improve systems at the jail.

MOTION: Commissioner Summers made a motion to approve CBM Contract #16-10 for the commissary systems for the sheriff's department. The motion was seconded by Commissioner Hadfield and unanimously carried.

*(See Attachment No. 5 – Contract.)*

**POLICY 10 CHANGE – JENICA BAGGS**

Human Resources Manager Jenica Baggs explained Policy 10 is the tuition reimbursement policy. The policy currently states there is a six-month waiting period for employees before education tuition can be reimbursed. If the employee leaves within two years, the tuition must be paid back. Ms. Baggs said we want to strike the six-month requirement and hope this will be an incentive to law enforcement and correction officers to apply. She said it would not cost the county if they decide to leave and actually invests in their future if they stay.

MOTION: Commissioner Hadfield made a motion to approve the Policy 10 change. The motion was seconded by Commissioner Summers and unanimously carried.

**PUBLIC COMMENT PERIOD**

DeAnna Hardy, Brigham City, expressed opposition to the plan for the farmers market. She thinks the government would be competing with the private sector and feels it is unfair they have been given money from the tourism fund. Ms. Hardy said Mantua will be voting by mail due to their facilities not being ADA compliant. She believes this is just an excuse and asked the commission to restore the polling locations.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved for payment: Claims 99253 through 99332 in the amount of \$1,644,267.58. Claims 99333 through 99383 in the amount of \$504,502.75. Claim 95573 was voided.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

LANDFILL:	Darrin Marble, compensation change, effective 05-09-2016
ROAD DEPT:	Joel Newman, compensation change, effective 05/03/2016
ROAD DEPT:	Neil Marble, compensation change, effective 05/28/2016
WEED DEPT:	Dayton Nicholas, compensation change, effective 04/25/2016
WEED DEPT:	Ben Fukui, new hire, effective 04/25/2016
WEED DEPT:	Elijah Miller, new hire, effective 04/25/2016
WEED DEPT:	Dayton Nicholas, cell phone allowance, effective 04/25/2016
WEED DEPT:	Ben Fukui, cell phone allowance, effective 04/25/2016
WEED DEPT:	Elijah Miller, cell phone allowance, effective 04/25/2016
SHERIFF'S OFFICE:	Kay Haw, compensation change, effective 05/09/2016

**CLOSED SESSION****Strategy session to discuss the character, professional competence or physical or mental health of an individual.**

MOTION: At 5:52 p.m. a motion was made by Commissioner Summers to move into a closed session to discuss personnel issues. The motion was seconded by Commissioner Hadfield and unanimously carried.

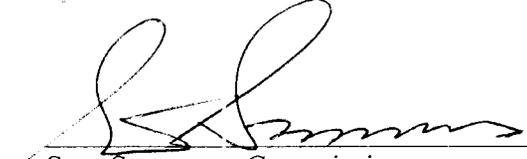
MOTION: At 6:25 p.m. a motion was made by Commissioner Hadfield to reconvene into regular commission meeting. Commissioner Summers seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

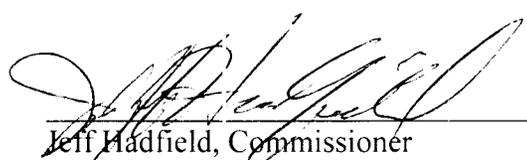
**ADJOURNMENT**

A motion was made by Commissioner Summers to adjourn. Commissioner Hadfield seconded the motion, and the meeting adjourned at 6:25 p.m.

**ADOPTED AND APPROVED** in regular session this 18<sup>th</sup> day of May 2016.

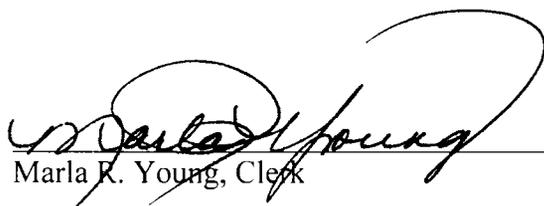
  
\_\_\_\_\_  
Jeff Scott, Chairman

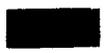
  
\_\_\_\_\_  
Stan Summers, Commissioner

  
\_\_\_\_\_  
Jeff Hadfield, Commissioner



ATTEST:

  
\_\_\_\_\_  
Marla R. Young, Clerk



BOX ELDER COUNTY CLERK  
Box Elder County Courthouse  
01 South Main Street  
Brigham City, Utah 84302

**NOTICE and AGENDA**

*Public Notice* is hereby given that the Box Elder County Board of County Commissioners will hold an **Administrative/Operational Session** commencing at **4:45 p.m.** and a regular **Commission Meeting** commencing at **5:00 p.m. Wednesday May 4, 2016** in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.

Administrative/Operational Session

\*4:45 p.m.

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

\*4:55 p.m.

5. CIP – Public Safety Building – Tom Kotter

- \*5:00 – 5:05      Call to Order: Chairman Scott  
Invocation: Commissioner Summers  
Pledge: Treasurer Shaun Thornley  
Approval of Minutes of April 20, 2016
- \*5:05 – 5:08      Administrative Review/Reports/Future Agenda Items – Commissioners
- \*5:08 – 5:10      Former Agenda Items Follow-Up – Commissioners
- \*5:10 – 5:20      Utilization of Courthouse Parking Lot for a Farmers Market – David Walker
- \*5:20 – 5:22      Appoint New Planning Commissioner/Mellonee Wilding – Scott Lyons
- \*5:22 – 5:24      Robinson Subdivision First Amendment to Lot 1 – Scott Lyons
- \*5:24 – 5:26      Local Transportation Corridor Preservation Fund/2016 Priority – Scott Lyons
- \*5:26 – 5:31      Corridor Preservation Fund Application/Tremonton City – Scott Lyons
- \*5:31 – 5:36      MOU #16-09/Division of Forestry, Fire, and State Lands – Tiffne Bingham

- \*5:36 – 5:38 Approval of CBM Contract # 16-10 for Commissary System – Sheriff Potter,  
Commander Huthman
- \*5:38 – 5:40 Policy 10 Change – Jenica Baggs
- \*5:40 – 5:50 Public Comment Period  
Rules: (1) Please Speak Only Once (Maximum of 3 Minutes)  
(2) Please Speak in a Courteous and Professional Manner
- \*5:50 – 5:55 Warrant Register, Personnel Actions & Cell Phone Allowances & Volunteer  
Action Forms – Commissioners

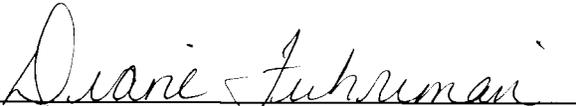
**Closed Session**

**Adjournment**

These assigned times may vary depending on length of discussion, cancellation of scheduled agenda items or agenda alteration. Therefore, the times are estimates of the agenda items to be discussed. If you have any interest in any topic, you need to be in attendance at 5:00 p.m.

Prepared and posted this 29<sup>th</sup> day of April 2016.

Mailed to the Box Elder News Journal, the Leader, and the Standard Examiner this 29<sup>th</sup> day of April 2016.

  
Marla R. Young  
Box Elder County Clerk

**NOTE: Please turn off or silence cell phones and pagers during public meetings.**

**This facility is wheel chair accessible and accessible parking spaces are available.** Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at 734-3347 or FAX 734-2038 for information or assistance.

Box Elder County Local Transportation Corridor Preservation Fund  
2016 Priority List

Box Elder County

- Box Elder County Transportation Master Plan/Study
- Properties along SR-30

Brigham City

- 1200 West – From 1100 South to State Route 13
- 400 South – From 800 West to 1200 West
- Forest Street (south side)
- 1550 West – Extending north of Forest Street

Perry

- 1200 West – To new 1100 West intersection
- 1200 South – To Highway 89
- 900 West – From 2390 South to 2250 South

Tremonton

- Right-of-way for westside minor arterial off 2300 West (Johnson's Property)
- Right-of-way for a right turn lane (rather than a shared straight and right turn lane) on Iowa String (Archibald's Property)
- Right-of-way for roads connecting into 1000 North at approximately 2650 West, 3150 West, and or 3500 West (Not shown in the attached files)
- Right-of-way for the expansion of 2250 East (Hughes and McMurdie Property)
- Right-of-way for the expansion continuation of 950 East (Courter and Garfield Property)

Willard

- 825 South – From Highway 89 east 60 feet wide and 250 feet long

All cities/towns

- Transportation Master Plan/Study

# Local Transportation Corridor Preservation Fund Application Box Elder County

1. Date: February 16, 2016
2. Name of Applicant (City/County): Tremonton City
3. Name and Phone # of Applicant Contact Person: Shawn Warnke, Tremonton City Manager
4. Is the Highway Project/Corridor in the WFRC's or UDOT's Regional Transportation Plan? Yes \_\_\_ No X,  
however a specific transportation for Tremonton City was approved by the COG
5. Does the applicant have a property acquisition policy/ordinance in place that is consistent with the federal  
acquisition/relocation requirements? Yes X No \_\_\_
6. Does the applicant/community have an access management policy/ordinance in place? Yes X No \_\_\_  
If yes, provide documentation or reference.
7. Is the owner willing to sell? Yes X, please see attached letter No \_\_\_

If you haven't answered yes to #'s 4-7, do not continue!

Is the City/County willing to use impact fees or require exaction for the project? Yes \_\_\_ No X, Tremonton City currently does not collect impact fees for Transportation and this property is eligible for a building permit upon application and the City does not believe that it can meet legal standards for exacting property contained in Utah Code 10-9a-508 for this reason the City is apply for Corridor Preservation Funds.

8. Is the City/County willing to accept partial funding for the project? Yes X, Tremonton City will participate in partial funding if the seller's stated price in the attached letter is above the appraised value. Otherwise, Tremonton City would request that the entire funding of the purchase of the property be done through Corridor Preservation Funds. No \_\_\_
9. Is the property listed on the municipal/County master plan? Yes X No \_\_\_
10. Name of project/corridor as listed in plan: Westside collector from 1000 North to 2300 West
11. What is the jurisdiction of the roadway? State \_\_\_\_\_ Local X, Tremonton City
12. What municipalities will be impacted by this corridor development? Tremonton City
13. Is there a developer involved in the acquisition? Yes \_\_\_ No X
14. If yes, is the developer contributing to the project? Not applicable as there is no developer involved
15. Address of property considered for acquisition: Approximately 200 North and 2300 West

## Local Transportation Corridor Preservation Fund Application Box Elder County

Name, address and phone # of owner/agent: TL Johnson  
480 E Upper Canyon Road  
Smithfield, UT 84335  
435-757-9019  
tjeifamily@msn.com

16. Number of acres involved: 2.4 acres of property

17. Owner's asking price: The Seller's stated purchase price for the 2.4 acres is for \$80,000 or the appraised value of the property whichever is greater.

18. What is the functional classification of the project/corridor? Collector Road

19. Will the jurisdiction require dedication of roadways by property owners when the property is developed? Yes  Tremonton City anticipates that it can meet legal standards for exacting property contained in Utah Code 10-9a-508 for other properties in which the proposed collector road the No

20. Does the applicant have relevant mapping of the corridor in relation to the property available? Yes  No , if yes, please provide proposed corridor overlay with the property ownership map.

21. Zoning and General Plan land use designation: Commercial Highway

22. What is the existing use of the property? Undeveloped land in which a building permit could be issued upon application from the owner

23. Have any permits been approved for construction on the property? Yes  No

24. To your knowledge, is the property free on contamination? Yes  No

25. What is the percent of cost increase if the property is rezoned? Unknown

26. What is your growth rate (5 yrs. past & 5 yrs. future average)? 2% to 3%

27. Will there be long or short term maintenance costs for the property acquired? (Funds may not be used for maintenance costs in excess of 5% of the purchase price of the property). Yes  No  Tremonton City is unaware of any short term maintenance costs other the maintaining the property free from weeds. Under the terms in which Mr. Johnson would sell a portion of his property, Tremonton City would be required to construct a road within 2 ½ years

28. Is acquisition required immediately?  Tremonton City believes that acquisition is required immediately and would classify the priority for this acquisition as high for the following reasons:

- The property is eligible for a building permit upon submission from the property owner; and
- There are essentially no other alignments for a collector road in this location (connecting into 2300 West); and

## Local Transportation Corridor Preservation Fund Application Box Elder County

- In the past there have been interested buyers for the property for the intended purpose of development and as stated elsewhere in this application Tremonton City does not believe that it can meet the legal standards for exacting the necessary right of way through the development process.

29. Is the property owner experiencing a hardship because of the project/corridor? Yes X No \_\_\_

If yes, please explain: The width of the proposed collector road would essentially consume all of the frontage for TL Johnson's property on 2300 West

30. Is this raw land corridor preservation? Yes X, however Tremonton City would construct a collector road through this property within 2 ½ of acquiring the right-of-way No \_\_\_

31. What is the proposed construction year? Based upon the conditions of the Seller, Tremonton City would construct a collector road through this property within 2 ½ of acquiring the right-of-way

Phase 1 \_\_\_\_\_ Phase 2 \_\_\_\_\_ Phase 3 \_\_\_\_\_ Unfunded \_\_\_\_\_

32. Level of service on project roadway: New roadway: X Existing road: A \_\_\_ B \_\_\_ C \_\_\_ D \_\_\_ E \_\_\_ F \_\_\_

33. Existing AADT: Not applicable 2030 Projected AADT: Unknown

34. Is the project on the expanded COG priority list? Not applicable

35. Has a draft or final environmental document been approved? Yes \_\_\_ No X

EA \_\_\_\_\_ FONSI \_\_\_\_\_ EIS \_\_\_\_\_

36. Has a corridor study been conducted determining the width and location of the corridor? Yes X No \_\_\_

If yes, please provide documentation or reference. Please see attached plans and drawings

**Attachments:** Property acquisition policy/ordinance; access management policy/ordinance; letter from property owner stating a willingness to sale the property; Corridor study been conducted determining the width and location of the corridor; Tremonton City's letter to Mr. TL Johnson

Dear Mayor Fridal and Council of Government,

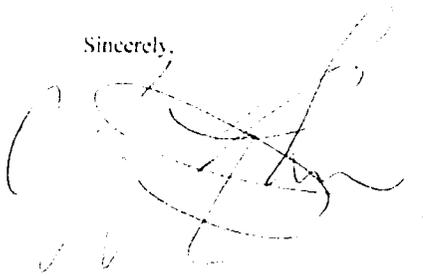
I have spoken with Shawn Warnke, Fremont City Manager regarding Fremont City's interest in acquiring approximately 2.4 acres of parcel 05-055-0122 for a future collector road that will serve the west side of the City. As the owner of the aforementioned property and based upon my conversation with Mr. Warnke, I am a willing seller of approximately 2.4 acres based upon agreement of these basic terms which include but is not limited to the following:

- That Fremont City pays all the costs associated with subdividing and creating a 2.4 acres parcel for the road right-of-way;
- That Fremont City agrees as part of the purchase of the right-of-way that it will construct the collector road within 2 ½ years from acquiring the approximate 2.4 acres so that the remainder of my property has frontage on to an improved road; and
- That the purchase price for the 2.4 acres is for \$80,000 or the appraised value of the property whichever is greater.

Further, Mr. Warnke explained that Fremont City intends to submit a request to the Council of Government to fund the acquisition of the approximate 2.4 acres from the Future Transportation Corridor Preservation Fund. Mr. Warnke explained that this is the first such request to the Council of Government and that the processing of the City's request may take several months to get through the procedures. That said my willingness to exclude entertaining other offers for the selling of my property is limited until June 1, 2016. Fremont City has assured me that they will work in good faith to expeditiously process their request before the Council of Government.

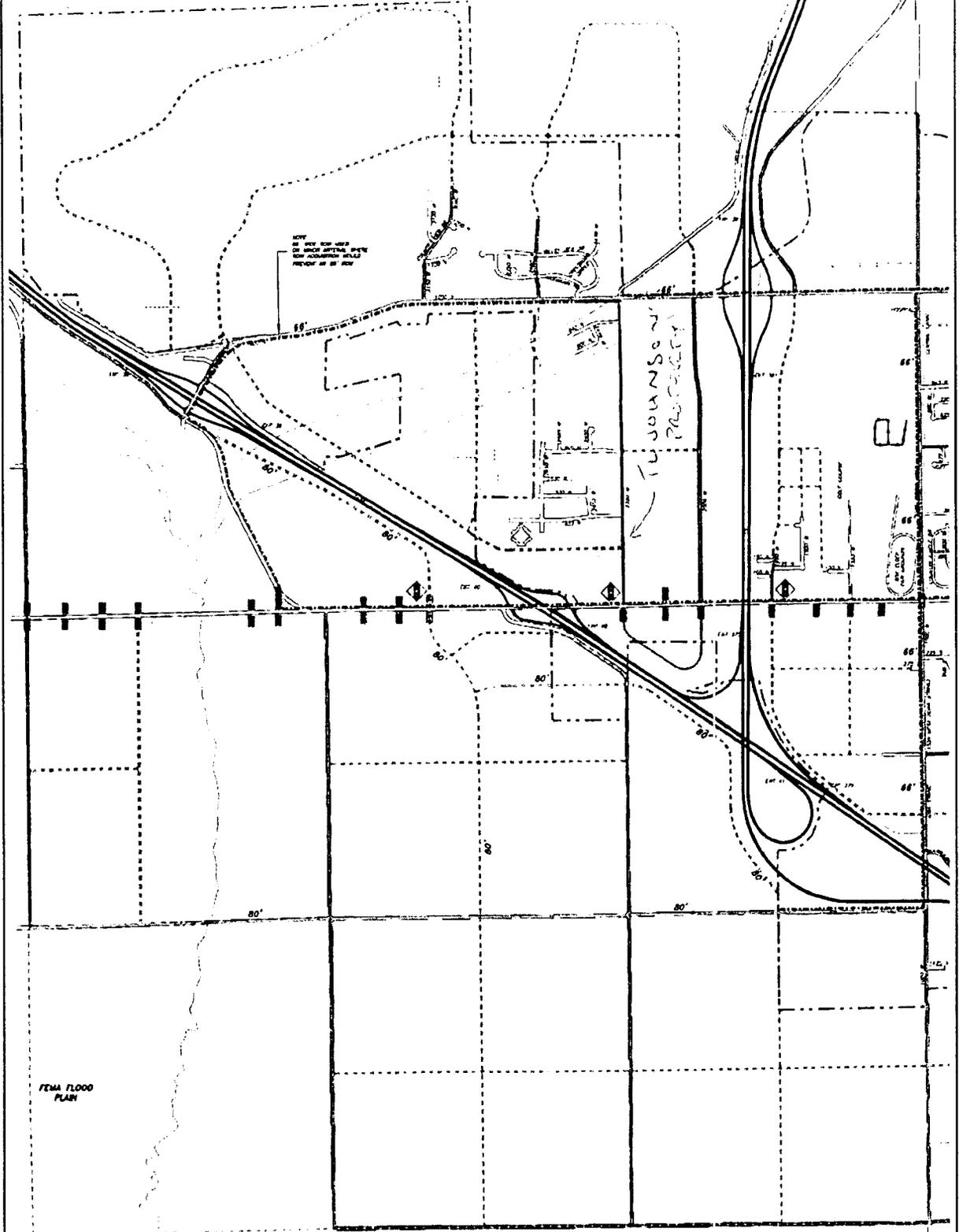
For the benefit of the Council of Government I have enclosed the maps that show the corridor and potential right-of-way through my property provided by Fremont City. If you have any questions please do not hesitate to contact me a call 435-757-9019 or [johnson@cityofremont.com](mailto:johnson@cityofremont.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Johnson', written over a set of faint, illegible lines that likely represent a signature strip or a set of lines for a signature.

Terry Johnson

JA  
SCALE 1"=1600'



- LEGEND**
- MAIN STREET ACCESS
  - POINTS FOR ROADS
  - FREEWAY
  - MAJOR ARTERIAL
  - COLLECTOR ROADS
  - LOCAL ROADS
  - CURRENT CITY BOUNDARY
  - FUTURE ANNEXATION BOUNDARY
  - POWER CORRIDOR
  - CONCEPTUAL ROADS
  - EXISTING PUBLIC TRAIL
  - FUTURE PUBLIC TRAIL
  - EXISTING TRAFFIC LIGHT
  - FUTURE TRAFFIC LIGHT

TREMONTON CITY CORPORATION  
TRANSPORTATION MASTER PLAN  
MAP 108A



SCALE: 1"=150'

LEGEND

NEW RIGHT-OF-WAY

T L JOHNSON  
SERVICES LLC

PURCHASE PROPERTY FOR FUTURE  
ROW. APPROX. 2.6 ACRES

80'

1,282'-4"

T L JOHNSON  
SERVICES LLC

RICHARD L  
MILLER  
PROPERTIES  
LLC

WILSON  
ETUX

BATTAGE  
ELDER  
ETUX

GRADY  
HOLDINGS  
LLC

GRADY  
HOLDINGS  
LLC

2300 WEST

100'



CONSULTING ENGINEERS

1716 East 5600 South  
South Ogden, Utah 84403 (801) 476-9757

TREMONTON CITY CORPORATION

PURCHASE ROW COLLECTOR

T L JOHNSON SERVICES LLC

SHEET

1

OF 1 SHEETS

0

DNR



**Memorandum of Understanding  
Between the  
Utah Division of Forestry, Fire, and State Lands  
and the**

This memorandum of understanding is made by and between \_\_\_\_\_, hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the \_\_\_\_\_ County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

**PURPOSE OF THIS** Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

**WITNESSETH:**

WHEREAS it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefits both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.



#4

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

**The Division Agrees:**

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division. Unless, otherwise provided in a cooperative agreement with the Division as provided in 65A-101(2).
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect the Department or District's equipment annually or prior to use for equipment inventory pursuant to NWCG guidelines and standards. Random testing of pumping and drafting capabilities and inspection of the radio programming may also occur during this inspection. This inventory inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.
9. To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement. Rates are established by the Division and may be adjusted annually. Payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.

**The Department Or District Agrees:**

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence

along with other documentation related to billing. The report information is required for payment. **Note:** if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.

2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.
3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement contained within the Fire Business System application.
4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression or fuels management activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
  - A current equipment inventory list
  - Letter of Cooperator verification
  - A copy of the Cooperative Fire Rate Agreement
  - A copy of this MOU
  - Division's Cooperator Manual
  - Vehicle registration, DOT safety inspection and proof of vehicle insurance
6. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To use the Fire Business System (FBS) for all invoicing for reimbursement for services rendered under this MOU. A profile must be set up in FBS prior to any billing can be submitted. Contact your local area office for any further assistance in setting up your profile.
8. To submit claims for reimbursement to the Division (Area Office) within thirty (30) days after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
9. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position and basic wildland firefighter.

10. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
  - a. Workers' Compensation - Statutory for State of Utah
  - b. Employers' Liability;
    - i. \$100,000 each accident;
    - ii. \$100,000 each employee disease; and
    - iii. \$500,000 each policy limit disease
  - c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
    - i. Bodily injury;
    - ii. Property damage;
    - iii. Prevision liability; and
    - iv. Personal injury.
  - d. Commercial automobile insurance of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.
  - e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

**IT IS MUTUALLY AGREED:**

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.
3. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, when the Division requests services. Although, suppression action may occur under closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.
4. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with

ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.

5. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
6. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Equipment that does not meet the NWCG minimum staffing requirements will not be reimbursed.
7. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
8. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
9. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement attached hereto as Exhibit B, from the Division.
10. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
11. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
12. Fire Department Personnel, under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&F will be charged to the ordering incident.
13. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
14. Cancellation: Either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.
15. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
16. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.

17. Signature of this agreement constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates book*

## DEFINITIONS

- Closest Forces: The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
- Mutual Aid: Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
- Cooperator(s): Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
- Department or District: Refers to the fire department or fire district that is party to this MOU.
- NWCG: The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
- FEPP: Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.
- Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.
- Fire Management: All activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire

suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

FBS: Fire Business System is a web based billing system that the Division has developed to streamline the invoicing process for services rendered under this MOU.

**SIGNATURES**

Department or District:	Division of Forestry, Fire and State Lands
Address:	Address:
Phone #:	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:

County Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**List of Appendixes:**

- A. Department or District Jurisdictional Boundary Map

**COMMISSARY CONTRACT BETWEEN BOX ELDER COUNTY JAIL  
AND CBM MANAGED SERVICES**

This contract is made and entered into this <sup>#16-10</sup> 4<sup>th</sup> day of July, 2016, by, and between Box Elder County Jail (hereinafter referred to as "County") located at 52 S. 1000 W. Brigham City, Utah 84302 and Catering By Marlin's Inc., d/b/a CBM Managed Services (hereinafter referred as "Contractor") business address: 500 East 52<sup>nd</sup> Street North, Sioux Falls, South Dakota 57104.

**WHEREAS**, County operates and maintains the Box Elder County Jail and desires to contract with Contractor to provide the Inmate Commissary goods and services at County's facility.

**NOW THEREFORE**, County and Contractor agree to the following:

1. **GRANT:** The County hereby grants Contractor exclusive rights to provide commissary goods and services for the County's adult inmates of the Box Elder County Jail.

2. **OPERATIONAL RESPONSIBILITIES:**

- A. **Grant:** Contractor shall provide a selection of food products, snacks, candy and gum, clothing, personal hygiene items, health and drug items, and general merchandise (collectively, the "Products"), all of which shall be subject to the approval of the Sheriff.

Contractor will provide a seamless interface with County's current phone provider, GTL, in order to offer inmate debit calling.

Contractor will provide a seamless interface with Spillman Technologies.

Contractor will offer secure inmate email.

- B. **Distribution:** The County shall deliver commissary items at least once per week to adult inmates at the County. At the request of County jail officials the number of commissary delivers per week may be increased upon the mutual consent of both parties. All orders will be picked and packed off-site at Contractor's warehouse and shipped directly to County's facility.

No items shall be distributed that have exceeded their "use by," sell by or similar expiration date. It is the parties' intent that items be fresh and wholesome.

- C. **Delivery:** Inmate orders will be shipped to County by Contractor in individual clear bags or clear containers with a receipt to include a list of items and the inmate funds charged. This receipt is to be signed by the inmate with a copy given to the inmate and a copy retained by the Contractor (to be produced upon request of the Sheriff.) All such deliveries are to be coordinated with and supervised by Correction Officers.

- D. **Ordering:** Inmate orders will be placed via phone, kiosk, or web ordering.

Initials (County) JA Initials (Contractor) SB

- E. Personnel: Contractor shall provide a regional district manager, and from Contractor's headquarters location, will provide expert administrative and purchasing advice related to the commissary operations.
- F. Fill Rate: Contractor will maintain sufficient supplies and quality control of its delivery system so that at least 98% of the items are delivered consistently and correctly on the first attempt. This percentage is based upon the overall item count and not on the number of inmate orders. Contractor's employees will correct any error or missed item and deliver the same within a reasonable time.
- G. Facilities and Equipment: There will be no on-site storage or warehousing. All orders will be shipped from Contractor's warehouse.

Contractor will install one (1) lobby ATM kiosk, eight (8) pod kiosk, one (1) booking kiosk, two (2) credit card swipes, and one (1) check writing printer. Any additional equipment needed shall be determined upon mutual consent between Contractor and County.

All equipment and products shall at all times remain the property of the Contractor. Contractor shall remove equipment and software promptly upon expiration or termination of the Contract. The data from the software is the property of the County and will be returned to County once removed from the hardware.

- H. Repair and Replacement: Contractor shall be responsible for repairs that arise due to normal wear and tear of equipment. Contractor shall be responsible for any loss or damage to equipment resulting from vandalism, theft or abuse.
- I. Fund Transfer and Technology: Contractor shall install such Computer Hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to Contractor's Software Commissary Management Information Systems (the "Software System") as necessary to support Contractor's commissary operations. Contractor shall remove all Computer Equipment upon expiration or termination of this Contract. The Computer Equipment and Software System is and shall at all times be owned by Contractor, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the Software System at the Facility shall immediately cease upon the expiration or termination of this Contract. Contractor shall be responsible to support and maintain all Computer Equipment during the term of this Contract, but any and all such obligations shall cease upon the termination of this Contract.

Contractor will cause the Software System to integrate (this may be accomplished by periodic data transfer) with the Sheriff's Office jail records management system and will debit an inmate's fund for purchases and maintain real time records. Items not actually received by the inmate will be promptly credited to his/her account within three business days of the first delivery date.

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Initials (Contractor)

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3. **BILLING AND PRICES:** Contractor shall determine the prices at which products shall be sold, however, the prices shall not exceed the general prices at which similar products are sold in the convenience stores (the "Comparable Retail Values") in the surrounding local community. If Contractor sustains in its costs, including but not limited to, increases in its products or sales tax, Contractor may, with Sheriff's approval, increase prices to recover such increased costs immediately. Additionally, Contractor may, on an annual basis perform a price audit to compare the prices at which it sells the products contemplated by this Contract with the Comparable Retail Values at which similar products are being sold in the surrounding local community. In the event that any of Contractor's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Contract to reflect the Comparable Retail Values. Contractor may make approved additions to the available products, but suggested additions should not be offered more than once every four (4) months.

Contractor will offer inmate debit calling at a cost to the inmate of \$0.80 per transaction. This transaction fee will be charged to the inmate's commissary account and will be credited to CBM. Upon inmate's release, any monies remaining on an inmate's debit calling card will be credited to the inmate's commissary account, then a debit card will be issued to the inmate for the balance remaining on their commissary account.

Contractor will offer secure inmate email at a cost to the inmate of \$.50 per transaction. This email transaction fee will be charged to the inmate's commissary account and be withdrawn from the inmate's commissary account.

The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

Contractor will electronically provide monthly statements to the Sheriff's Office to include:

- a. Items purchased and prices, listed by item
- b. Inmate purchases (items and prices), listed alphabetically by inmate
- c. Total price of items sold and commission

Contractor shall furnish the above reports no later than the 15<sup>th</sup> of the following month.

Contractor will pay the County for commissions after Contractor has received payment from the County for the applicable invoices.

Contractor will bill County for the weekly inmate commissary sales to be paid out of the inmate trust account. All invoices will be due to Contractor no later than the 15<sup>th</sup> of the following month.

4. **TAXES:** Contractor will be responsible for the collection and remittance of all applicable sales tax to the State of Utah.

5. **SPECIAL TERMS AND CONDITIONS:**

5.1 Excused Performances

Initials (County)



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If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

5.2 Confidential Information

All financial, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, policy and procedure manuals and computer programs relative to or utilized in Contractor's business (collectively, the "Contractor Proprietary Information") are and shall remain confidential and sole property of Contractor and constitute trade secrets of Contractor. The County shall keep all Contractor Proprietary Information confidential and shall use the Contractor Proprietary Information only for the purpose of fulfilling the terms of this Contract. The County shall not photocopy or otherwise duplicate any materials containing Contractor Proprietary Information without the prior written consent of Contractor. Upon expiration or any termination of this Contract, all materials containing any Contractor Proprietary Information shall be returned to Contractor.

5.3 Insurance

The Contractor assumes responsibility arising from the administration or delivery of commissary services. The Contractor will handle all lawsuits and pay all associated legal costs and settlements, if any, related to the administration or delivery of commissary services. The Contractor will provide the necessary liability coverage for the commissary service while the County and Contractor will provide their respective employee's workers comp and employer's liability coverage

5.3.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory/Utah
Employer's Liability Coverage (B)	\$500,000/\$500,000/\$500,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Liability	\$1,000,000
Umbrella	\$4,000,000
<u>Automobile Liability (including hired/non-owned)</u>	
Combined Single Limit	\$1,000,000

5.3.2 Insurance Requirements

a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract. The Contractor

Initials (County)                      Initials (Contractor)

shall provide a Certificate of Insurance listing the County as an additional insured on the Contractor's Commercial General Liability (CGL) policy.

- b. Prior to beginning work, the Contractor shall provide the County a current certificate of insurance with the required coverage and limits of insurance issued by an insurance company licensed to do business in the State of Utah and signed by an authorized agent.
- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the County before cancellation, reduction or other modifications of coverage.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the County's receipt of the thirty (30) day notice.

**6. INDEMNIFICATION:**

The Contractor agrees that it will hold harmless, indemnify, and defend the County, its Commissioners, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Contractor's negligent performance of professional services under this contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

The County agrees that it will hold harmless, indemnify, and defend the Contractor, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by the County's negligence and the acts of its Commissioners, officers, contractors, subcontractors or anyone for whom the County is legally.

Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**7. PERMITS/LICENSES/SECURITY:**

The Contractor shall be financially responsible for obtaining all required permits and licenses to comply with pertinent municipal, county, state and federal laws and regulations.

7.1 Food Service Areas

The Contractor may utilize all space assigned by the County for commissary services.

7.2 Employees

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Contractor will not be providing any employees for the distribution of the commissary products and therefore will not be maintaining any employees in the County's facility on a regular basis. If County requests Contractor's employees to perform duties at County's facility on a regular basis, such request will be complied with only after both parties have reached a mutual agreement as to their duties and associated costs.

7.3 Facility Security

The Contractor, if it has employees present, is responsible for control of keys and other entry devices obtained from the County for Contractor's employees, if and for the security of those areas that are used by its employees, staff or subcontractors.

7.4 Lock/Cylinder/Key Installation and Replacement

The Contractor, if it has employees present, shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.

7.5 County Security

The County shall provide the Contractor with safety and security services inside the County's facilities.

**8. STANDARD TERMS AND CONDITIONS:**

8.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Contractor's letterhead, signed and attached to the request. Any deviation or exception from terms, conditions or specifications shall be approved by the County.

8.2 Applicable Law

This contract shall be governed under the laws of the State of Utah. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the period of the Contract and which in any manner affect the work or its conduct.

8.3 Contract Assignment

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

8.4 Recycled Materials

Contractor will make every effort to support any commitment the County has to encourage the purchase of recycled materials whenever technically or economically feasible or required by law.

8.5 Material Safety Data Sheet

If any item(s) used by the Contractor is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor must provide one (1) copy of a Material Safety Data Sheet for

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each item to the County for approval prior to use, including reformulated chemicals.

8.6 Commission

Contractor shall pay a monthly commission to the County of 24% percent of net sales. Net sales are defined as total gross sales minus sales tax, postal products, credits and any other items sold at cost or no mark-up.

Contractor shall pay a commission of \$0.10 per inmate email.

8.8 Independent Contractor

The relationship of the Contractor to the County is and will continue to be that of an independent contractor. The employees of Contractor are not, nor shall they be deemed to be, employees of County and employees of County are not, nor shall they be deemed to be employees of Contractor. Inmate labor shall not be deemed to be employees of the Contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

8.8 Contract Term

This Contract will commence on the 15<sup>th</sup> day of May, 2016 and terminate on the May 14, 2020. The County, upon mutual agreement with the Contractor, shall have the option to renew this Contract for additional one (1) year periods with the same terms and conditions unless County notifies Contractor of its intent not to renew sixty (60) days prior to the expiration of the Contract or any renewal period.

**9. CONTRACT ADJUSTMENTS:**

After the first year of the initial contract term and each subsequent year of the initial contract and each year of any renewal term the parties may adjust the contract pricing based on the CPI (Consumer Price Index) "Food Away From Home Index" for the previous year. This index is published by the Department of Labor Bureau of Statistics. Additional adjustments may also be made upon mutual consent of both parties.

**10. TERMINATION:**

Either party may terminate this Contract for convenience by providing the other party sixty (60) days written notification. In case of such termination, the Contractor shall be entitled to receive payment from The County for work completed prior to the termination date in accordance with the terms and conditions of this Contract and The County shall be entitled to receive payment for

Initials (County)



Initials (Contractor)



any commissions due in accordance with this Contract.

**11. ENTIRE AGREEMENT:**

This written contract with referenced parts, attachments and addendums shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by all parties to this Agreement. Any future Contracts to the contract shall be in writing and attached to the original contract. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement shall be tried in Box Elder County, Utah.

Dated this 4<sup>th</sup> Day of May, 2016

Dated this 13<sup>th</sup> Day of May, 2016

**BOX ELDER COUNTY:**

**CATERING BY MARLIN'S, INC.  
D/B/A CBM MANAGED SERVICES:**

Jeffrey D. Scott  
~~Stan Summers~~ Jeffrey D. Scott  
Commissioner

Marlin C. Sejnoha, Jr.  
Marlin C. Sejnoha, Jr.  
President/CEO

Sad L. Hutch  
Witness

Naomi Merauzi  
Witness

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