



**NOTICE AND AGENDA  
SOUTH OGDEN CITY COUNCIL  
WORK SESSION**

**TUESDAY, NOVEMBER 1, 2022, 5PM**

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, November 1, 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

## **WORK SESSION AGENDA**

**I. CALL TO ORDER – Mayor Russell Porter**

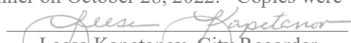
**II. REVIEW OF AGENDA**

**III. DISCUSSION ITEMS**

- A. RAMP Grant Priorities**
- B. Strategic Plan- Economic Development**

**IV. ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 28, 2022. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

## South Ogden Strategic Plan - Economic Development

	4.0	<b>ECONOMIC DEVELOPMENT: Foster quality economic development by focusing on new development (i.e. businesses, housing, etc.) opportunities, zoning options, code enforcement, increased leveraging of development resources and effective branding.</b>					
On Track	4.1	Redevelop deteriorating commercial properties with low property values at key sites.	Matt Dixon	6/30/2028			
On Track	4.1.1	Redevelopment of Big Lots/Savers to maximize "highest-and-best" use of the property	Matt Dixon	12/31/2025	Leonard Kreppel, Mark Vlasic, Adam Long		<b>MattDixon</b> : Files attached were transferred from an old Strategic Initiative/Project specific to Big Lots/Savers
On Track	4.1.1.1	Work with Benneson in helping them find the right JV partner	Matt Dixon	6/30/2023			<b>MattDixon</b> : Talked with Leonard K at Bennenson today. He mentioned that Big Lot's lease is up Jan. 31, 2026 and Savers
Attention	4.1.2	Create and implement long-term plans to maximize highest-and-best use development at key intersections along Highway 89 extending between the northern and southern clusters in the City.	Matt Dixon	6/30/2024	CDRA, Planning Consultation, WFRC Grant		
On Track	4.1.3	Provide appropriate public assistance for demolition of key properties and improved infrastructure at key sites, particularly along the northern end of Highway 89. These sites have good access and visibility but present a poor visual appearance for the City.	Matt Dixon	6/30/2028	CDRA		
On Track	4.1.3.1	Identify parcels that, if assembled and prepared, would expedite the City's redevelopment within the City Center CRA.	Matt Dixon	6/30/2022			
Attention	4.1.4	Consider public assistance to create a public gathering place at an appropriate site that will attract the public through amenities such as plazas, fountains, pavilions, eating areas, etc.	Matt Dixon	6/30/2025	CDRA, Consultant(s)		
Attention	4.1.5	Work with Cypress Equity Investments (CEI) on possible redevelopment, mixed-use project	Matt Dixon	12/31/2021	Christian Machuca (CEI)		<b>MattDixon</b> : Working with Christian Machuca 818.387.5216 with CEI as an
On Track	4.2	Develop a community gathering place and other public improvements that will add to the image and reputation of the City and provide increased quality of life for residents.	Matt Dixon				
On Track	4.2.1	Identify potential key sites, properties and property owners that would provide an ideal site for a community gathering destination.	Matt Dixon	4/30/2023	Property Owners, City Council		
On Track	4.2.2	Create a Small Area Master Plan for the site.	Matt Dixon	9/1/2023	Consultant(s), CDRA Budget, Agency Board		
On Track	4.2.3	Consider the use of all available economic tools to assist with this project.					
Overdue	4.2.4	Schedule meeting with key staff to review possible projects within the City Center CRA that would help increase likelihood of attracting new development (i.e. raised medians, street lights, banners, etc.)	Matt Dixon	9/30/2021	Leesa Kapetnov		
Completed	4.2.4.1	Work with UDOT Region 1 Planner, Chris Chesnut to discuss mid-block crossings along Washington Blvd.	Matt Dixon	6/30/2022	Mark Vlasic		<b>MattDixon</b> : UDOT has informed the city that they are moving forward with a design to install a ped-activated crossing at 37th

Completed	4.2.5	Review estimated increment available for debt service within the Project area	Steve Liebersbach	9/30/2021	Matt Dixon		<b>MattDixon</b> : preliminary numbers suggest the Agency may receive as much as \$350k in Tax Increment for this first year. Many of
Attention	4.3	Retain and strengthen existing businesses.	Matt Dixon				
Attention	4.3.1	Provide sales tax leakage information to specific businesses which show the potential for business expansion opportunities within related industries.	Matt Dixon	6/30/2023	Consultant(s)		
Attention	4.3.2	Work with existing businesses to adapt to changing retail trends including the need for drive-thru/pickup space, assistance with online retailing, etc.	Matt Dixon	12/31/2023	Planning, City Council		
Overdue	4.3.3	Continue to promote and highlight "Shop South Ogden" to encourage local residents to support the businesses located throughout South Ogden.	Jamie Healy	6/30/2023			
Attention	4.3.3.1	Create social media posts to highlight businesses.	Jamie Healy	6/30/2023	Mayor Porter & City Council		<b>MattDixon</b> : 11/5/20 - Following is up to 2,864
Attention	4.3.3.2	Re-evaluate and make changes to SOBA.	Jamie Healy	3/1/2022	City Council		We are currently do 2-4 business visits and <b>MattDixon</b> : 11/05/20 - Covid has slowed progress on SOBA. I will create a facebook page to use a meeting place for businesses to communicate.
On Track	4.4	Recruit additional businesses to South Ogden	Matt Dixon				
On Track	4.4.1	Approach property owners of key sites, especially those providing connectivity with other retail sites in the northern business cluster, regarding retail opportunities (such as those identified in the sales leakage analysis - See 4.3.1).	Matt Dixon	12/31/2023			
Attention	4.4.2	Approach businesses desired by the City, that are lacking in the surrounding area, (including Riverdale & Ogden) through avenues such as ICSC, local brokers and drop in visits.	Matt Dixon	12/31/2023	ICSC, Brokers		
On Track	4.5	Recognize that residential redevelopment with increased density, in key locations, can provide fiscal benefits to the City through increased property, sales and municipal energy revenues.	Matt Dixon				
On Track	4.5.1	Consider assistance with podium parking needs for higher-density development.	Matt Dixon	6/30/2028	CDRA		
On Track	4.5.2	Consider creating a Community Reinvestment Area (CRA) to help offset the costs of redevelopment in defined areas and maximizing increment in existing areas.	Matt Dixon	6/30/2028	City Council		
Attention	4.5.3	Use fiscal impacts modeling to guide areas of density and redevelopment efforts.	Matt Dixon	1/31/2023	Consultant(s), CDRA		
On Track	4.6	Strengthen the City's brand.	Jamie Healy		City Council	4.68	
On Track	4.6.1	Construct Welcome to South Ogden signs at key locations in the City.	Matt Dixon	6/30/2025	Jon Andersen, Brad Jensen (Engineer), CDRA Board/Budget		
On Track	4.6.1.1	Review sign designs and gather cost estimates	Matt Dixon	12/31/2021	Mark Vlastic		
Attention	4.6.1.2	Identify desired locations for Welcome signs	Matt Dixon	12/31/2021	Jon Andersen		

On Track	4.6.1.3	Develop a project timeline that aligns with council desires and budget resources	Matt Dixon	12/31/2021	Steve Liebersbach		
On Track	4.6.1.4	Construct signs at designated locations - according to plans	Matt Dixon	6/30/2025	Jon Andersen		
	4.6.2	Improve way-finding signage throughout the City (parks, city hall, public works, etc.).	Jamie Healy	1/1/2023	Jon Andersen, City Council		
	4.6.2.1	Prepare project report identifying sign locations, types, design and cost estimates		3/30/2022	Mark Vlasic, Jon Andersen		
	4.6.2.2	Present report to City Council for review, discussion and direction		6/30/2022			
	4.6.3	Review and take steps to ensure the City has Brand Consistency	Jamie Healy	6/30/2022	Department Directors, City Council	18.75	
	4.6.3.1	Email Brand Consistency -Design	Jamie Healy	3/1/2022		50	<b>JamieHealy</b> : Came up with a new signature line to match our style guide for
	4.6.3.2	Letterhead		3/1/2022		25	
	4.6.3.3	Vehicles		8/1/2022			
	4.6.3.4	Business Cards		3/1/2022			
	4.6.4	Create external/internal brand consistency	Jamie Healy				<b>JamieHealy</b> : Came up with a new signature line to match our style guide for
	4.6.4.1	Website update	Jamie Healy				
	4.6.4.2	Social media content protocol	Jamie Healy				
	4.6.4.3	Press release, letterhead, email consistency	Jamie Healy				
	4.6.4.4		Jamie Healy				





## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, NOVEMBER 1, 2022, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, November 1, 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

### CITY COUNCIL MEETING AGENDA

#### I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Howard

- II. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.  
Please limit your comments to three minutes.

#### III. RESPONSE TO PUBLIC COMMENT

#### IV. CONSENT AGENDA

- A. Approval of October 18, 2022 Council Minutes
- B. Proclamation Declaring November 14-20, 2022 as National Apprenticeship Week in South Ogden City

## V. DISCUSSION / ACTION ITEMS

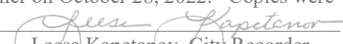
- A. Consideration of **Resolution 22-40** – Approving the Trade of Real Property With Weber State University to Facilitate the Construction of a Rapid Transit Bus Line
- B. Consideration of **Resolution 22-41** – Approving an Agreement With Beacon Code Consultants for Inspection and Plan Review Services
- C. Consideration of **Resolution 22-42** – Approving an Agreement With Compass Minerals For Road Salt
- D. Consideration of **Resolution 22-43** – Approving an Agreement For Donation to Weber/Morgan Children's Justice Center
- E. Consideration of **Resolution 22-44** – Approving an Agreement With Spohn Ranch for Skate Park Design
- F. Consideration of **Resolution 22-45** – Approving an Agreement with Ogden Regional Medical Center and Pleasant View Free Standing ER for EMS Training

## VI. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members
- B. City Manager
- C. Mayor

## VII. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 28, 2022. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.



## MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, OCTOBER 18, 2022

WORK SESSION – 5 PM IN EOC

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

### WORK SESSION MINUTES

#### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

#### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, and Recorder Leesa Kapetanov

#### MEMBERS OF THE PUBLIC PRESENT

Amy Kendrick, Susan Norberg

**Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:**

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC221018\\_1700.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC221018_1700.mp3)

**or by requesting a copy from the office of the South Ogden City Recorder.**

#### I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:02 pm and announced that Council Member Strate would be late. He then called for a motion to begin the meeting.

00:00:00

Council Member Smyth so moved, followed by a second from Council Member Stewart. Council Members Orr, Stewart, Smyth, and Howard all voted aye.

#### II. REVIEW OF AGENDA

- City Manager Dixon said staff would like to discuss the public safety radios if there was time after the discussion on the Meadows Park Master Plan

00:00:37

37  
38 **III. DISCUSSION ITEMS**

39 **A. Master Plan for Meadows Park**

- 40 • Hugh Holt and Servier Castillo from Landmark Design led this discussion to see what the  
41 Council envisioned for this park

42 00:01:20

- 43  
44 • Note: Council Member Strate joined the meeting at 5:26 pm during this discussion

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48 **IV. REVIEW OF AGENDA**

- 49 • Discussion on Radios 00:44:16

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53 **V. ADJOURN**

- 54 • At 5:58 pm, the mayor called for a motion to adjourn the work session

55 00:56:32

56  
57 **Council Member Howard so moved, followed by a second from Council Member Stewart. All**  
58 **present voted aye.**

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Amy Kendrick, Susan Norberg, Dawn Parent, Joyce & Bruce Hartman

**Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:**

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC221018\\_1801.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC221018_1801.mp3)

**or by requesting a copy from the office of the South Ogden City Recorder.**

## I. OPENING CEREMONY

### A. Call To Order

- At 6:02 pm, Mayor Porter called the meeting to order and entertained a motion to begin  
00:00:00

**Council Member Smyth so moved. The motion was seconded by Council Member Orr. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.**

### B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

### C. Pledge Of Allegiance

Council Member Stewart led everyone in the Pledge of Allegiance.

## II. PUBLIC COMMENTS

- The mayor gave those online until 6:10 pm to post their comments and invited anyone present to come forward if they wished to speak

- 100 • Susan Norberg 00:01:17 Commented about parks and the dog park  
101 • Amy Kendrick 00:02:33 Talked about the dog park  
102  
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105 **III. RESPONSE TO PUBLIC COMMENT**

- 106 • Mayor Porter indicated discussion on the dog park would take place later in the meeting  
107  
108  
109

110 **IV. CONSENT AGENDA**

111 A. Approval of October 4, 2022 Council Minutes

- 112 • Mayor Porter asked if there were any corrections to the minutes. Council Member  
113 Stewart indicated there were some time stamps that appeared to be out of order.  
114 Recorder Leesa Kapetanov said she would correct them. Mayor Porter then called for a  
115 motion to approve the minutes with the corrections made.

116 00:05:01  
117

118 **Council Member Smyth so moved. The motion was seconded by Council Member**  
119 **Howard. The voice vote was unanimous in favor of the motion.**  
120

- 121 • Mayor Porter was informed there had been no online public comments  
122 00:06:20  
123

- 124 • The mayor announced they would move Item C to the top of the 'Discussion/Action Items'  
125 00:06:25  
126  
127  
128

129 **V. DISCUSSION / ACTION ITEMS**

130 C. P25 Migration and Radio Upgrades for Public Safety

- 131 • Staff overview 00:07:05  
132 • Council discussion 00:08:02  
133 • The consensus of the Council was to authorize staff to order radios up to an amount of  
134 \$230,000 00:11:56  
135  
136

137 A. Consideration of Ordinance 22-18 – Amending SOCC 11 to Require Planning Commission  
138 Review of Vacations and Amending Subdivision Plat Review Process

- 139 • Staff overview 00:12:13  
140 • Council discussion 00:14:09  
141 • Mayor Porter called for a motion to adopt Ordinance 22-18

00:32:00

Council Member Smyth so moved. The motion was seconded by Council Member Howard. After determining there was no further discussion, the mayor called the vote:

Council Member Orr -	Yes
Council Member Strate -	Yes
Council Member Stewart -	Yes
Council Member Howard -	Yes
Council Member Smyth -	Yes

Ordinance 22-18 was adopted.

**B. Consideration of Ordinance 22-19 - Amending SOCC 10-19-3 To Correct Requirement for Home Occupation Business License**

- Staff overview 00:32:30
- Council discussion 00:33:13
- Mayor Porter called for a motion to adopt Ordinance 22-19 00:35:21

Council Member Howard so moved. Council Member Strate seconded the motion. Mayor Porter asked if there was further discussion. Council Member Orr stated she would be voting 'no' on this item because she felt the City should require home occupation businesses to be licensed. There was further discussion by other members of the Council. The mayor called the vote (00:44:44):

Council Member Smyth-	Yes
Council Member Howard-	Yes
Council Member Stewart-	Yes
Council Member Strate-	Yes
Council Member Orr-	No

The motion stood.

**D. Discussion on When To Close Dog Park**

- Questions/discussion with Parks and Public Works Director Jon Andersen 00:44:54
- A majority of the Council opted for December 1, weather permitting, as the day when the dog park would close 01:07:42

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185  
186 **VII. REPORTS/DIRECTION TO CITY MANAGER**

187 **A. City Council Members**

- 188 • Council Member Howard- nothing to report  
189 • Council Member Strate- 01:07:58  
190 • Council Member Stewart - 01:10:09  
191 • Council Member Smyth- 01:17:42  
192 • Council Member Orr- 01:19:26  
193

194 **B. City Manager 01:27:30**

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196 **C. Mayor 01:31:35**  
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200 **VI. ADJOURN**

- 201 • At 7:38 pm, Mayor Porter called for a motion to adjourn the meeting  
202 01:35:12  
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204 **Council Member Smyth so moved, followed by a second from Council Member Howard. The**  
205 **voice vote was unanimous in favor of the motion.**  
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218 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council  
219 Work Session and Council Meeting held Tuesday, October 18, 2022.  
220

221   
222 Leesa Kapetanov, City Recorder  
223

\_\_\_\_\_  
Date Approved by the City Council



## THE CITY OF SOUTH OGDEN NAW PROCLAMATION

WHEREAS, 2022 marks the 85<sup>th</sup> Anniversary of the National Apprenticeship Act; and

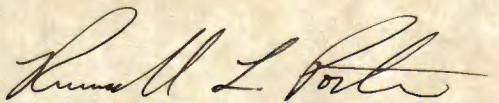
WHEREAS, National Apprenticeship Week is celebrating its 8th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in South Ogden City, and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs, and

WHEREAS, South Ogden City recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, South Ogden City recognizes that Registered Apprenticeship, a proven and industry-driven training model, can train our workforce and build a pipeline into good, quality jobs in order to address our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Russell Porter, Mayor of South Ogden City, do hereby declare November 14, 2022, through November 20, 2022, as National Apprenticeship Week in the City of South Ogden City.

A handwritten signature in dark ink, appearing to read "Russell Porter", is written over a horizontal line.

Russell Porter  
Mayor, South Ogden City

**Resolution No. 22-40**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING THE TRADE OF  
REAL PROPERTY WITH WEBER STATE UNIVERSITY FOR THE  
FACILITATION OF A RAPID TRANSIT BUS LINE, AND PROVIDING THAT  
THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON  
POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, South Ogden City and Weber State University have a long history of cooperation and assistance one to another; and,

**WHEREAS**, the City Council wishes to assist in the creation of a Rapid Transit Bus Line that will serve Weber State University; and,

**WHEREAS**, the City Council finds that South Ogden City owns a piece of real property adjacent to the proposed right of way for the Rapid Transit Bus Line; and,

**WHEREAS**, the City Council finds that Weber State University has a need for the property in question to make it part of the right of way for the Rapid Transit Bus Line; and,

**WHEREAS**, the City Council finds that Weber State University has offered a piece of adjoining real property of the same size and value in exchange for South Ogden City's piece of property (see Exhibit A); and,

**WHEREAS**, the City Council finds that it now desires to exchange properties with Weber State University; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
SOUTH OGDEN AS FOLLOWS:**

## **SECTION 2 – WARRANTY DEED AUTHORIZED**

That The **"Warranty Deed"** Granting Ownership of the Real Property Described in the Deed to Weber State University and Attached Hereto as **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved; And That The City Manager Is Authorized To Sign The Warranty Deed On Behalf Of The City And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

The foregoing Recitals are fully incorporated herein.

## **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

## **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

## **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

## **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 1<sup>st</sup> day of November, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder



#105 -  
Ogden  
Rank

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South fence

and "Take" area on  
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set to match  
ke

105

OGDEN CITY  
107-0046

CONNECT TO  
Existing Fence Line

PROPOSED EXCHANGE AREA  
679.7 SQ FT

Existing East Property Line

PROPOSED FENCE LINE  
7.45' BEHIND SHARED-USE-PATH

PROPOSED TAKE AREA  
679.7 SQ FT

Existing South Property Line

CONNECT TO  
Existing Fence Line

WEBER STATE UNIVERSITY  
85-107-0245



## **ATTACHMENT "A"**

### **Resolution No. 22-40**

Resolution Of South Ogden City Approving The Trade Of Real Property With Weber State University For The Facilitation Of A Rapid Transit Bus Line, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Nov 22

WHEN RECORDED, MAIL TO:  
Weber State University  
3850 Dixon Parkway, Dept. 1014  
Ogden, Utah 84408-1014

**Warranty Deed**  
(CORPORATION)  
Weber County

Affecting Tax ID. No. 06-107-0046

SOUTH OGDEN CITY, a Municipal Corporation of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to WEBER STATE UNIVERSITY, Grantee, at 3850 Dixon Parkway, Ogden, Utah 84408-1014, for the sum of TEN (\$10) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being a part of an entire tract of property, situate in the SW1/4 NW1/4 Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point being 2295.74 feet S.00°29'44"W. and 946.49 feet S.89°30'16"E. from the Northwest Corner of said Section 10, said point also being 8.97 feet radially distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 416+35.97, and running thence S.89°57'35"W. 25.21 feet to a point 30.95 feet radially distant westerly from said control line opposite Engineer Station 416+22.51; thence northerly 70.06 feet along the arc of a 219.05 foot radius non-tangent curve to the left (Note: Chord to said curve bears N.21°44'08"E. 69.77 feet. Central angle equals 18°19'34") to a point 30.95 feet radially distant westerly from said control line opposite Engineer Station 417+02.48; thence S.00°33'00"W. 64.79 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 686 square feet in area or 0.016 acre.

(Note: The basis of bearing for the above description is S.00°29'44"W. between the Northwest Corner and the Southwest Corner of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian)

Continued on Page 2

CORPORATION RW-01CS (10-05-94)

Affecting Tax ID. No. 06-107-0046

(Note: Rotate all bearings in the above description 00°19'52" clockwise to match project bearings).

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

SOUTH OGDEN CITY, a Municipal  
Corporation of the State of Utah

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of SOUTH OGDEN CITY, a Municipal Corporation of the State of Utah and that said document was signed by him/her on behalf of said SOUTH OGDEN CITY, a Municipal Corporation of the State of Utah by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



# STAFF REPORT



**SUBJECT:** Approving an agreement with Beacon Code Consultants  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Building  
**DATE:** 11-1-22

---

## RECOMMENDATION

City staff recommends the approval of the agreement with Beacon Code Consultants for the Building Department.

## BACKGROUND

With all of the development currently going on in the City, staff would like to have additional agreements in place with vendors to have plan reviews or inspections completed. South Ogden City currently has an agreement with Shums Coda for plan review and to do inspections during any time of need. They do a good job on plan reviews but scheduling inspections with them can be difficult. When the Building Official is out of the office for training, vacation, or is sick, we have utilized another City to cover for inspections if possible. The City that we were using has had the individual responsible for inspections leave and they have gone to a contract service. This agreement will provide the City with an option to have one of Beacon's staff keep the City's inspections running as normal as possible and not miss inspections due to lack of manpower. City staff has always had an outside source to do plan reviews for commercial buildings. This will not change. City staff would like to add this agreement to give us more options to assist in the Building/Inspection Department.

## ANALYSIS

City staff has contacted Beacon Code Consultants for the main purpose of doing City inspections on an as needed basis. We will also have the option to use them for plan reviews if needed.

## SIGNIFICANT IMPACTS

N/A

## ATTACHMENTS

Beacon Code Consultants Agreement

**Resolution No. 22-41**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN  
AGREEMENT WITH BEACON CODE CONSULTANTS FOR PLAN  
REVIEW, INSPECTION, AND BUILDING OFFICIAL SERVICES, AND  
PROVIDING THAT THIS RESOLUTION SHALL BECOME  
EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds it necessary to address certain plan review, inspection, and building official services needs within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city adopt an Agreement with Beacon Code Consultants for plan review, inspection, and building official services; and,

**WHEREAS**, the City Council finds that Beacon Code Consultants has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council now desires to further those ends by contracting with, Beacon Code Consultants to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
SOUTH OGDEN AS FOLLOWS:**

**SECTION 2 - CONTRACT AUTHORIZED**

That The "Agreement for Professional Plan Review, Inspection, And Building Official Services", Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Record

er Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

### **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 1<sup>st</sup> day of November, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **Resolution No. 22-41**

Resolution Of South Ogden City Approving An Agreement With Beacon Code Consultants For Plan Review, Inspection, And Building Official Services, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Nov 22



564 S. Norway Spruce Drive  
Layton, Utah 84041  
Phone: 801-564-0897  
Email: [beaconcodeconsultants@gmail.com](mailto:beaconcodeconsultants@gmail.com)

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## AGREEMENT FOR PROFESSIONAL PLAN REVIEW, INSPECTION AND BUILDING OFFICIAL SERVICES

This Agreement is made and entered into as of the     day of     , 2022 by and between  
South Ogden City, Utah ("Jurisdiction") and Beacon Code Consultants, LLC. ("Consultant").

WHEREAS, Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render the professional services described herein on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. **SCOPE OF SERVICES:** Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit "A", Scope of Services, attached hereto and incorporated by this reference, subject to the direction of the Jurisdiction.
2. **TIME OF PERFORMANCE:** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Jurisdiction. Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control.
3. **COMPENSATION:** Compensation to be paid to Consultant shall be in accordance with the Schedule of Fees set forth in Exhibit "B", Schedule of Fees, which is attached hereto and incorporated by this reference.
4. **METHOD OF PAYMENT:** Consultant shall submit monthly billings to Jurisdiction describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent. Jurisdiction shall pay Consultant no later than 30 days after approval of the monthly invoice by Jurisdiction staff. When



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payments made by Jurisdiction equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by Jurisdiction.

**5. OWNERSHIP OF DOCUMENTS:** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Jurisdiction upon payment to Consultant for such work.

**6. INDEPENDENT CONTRACTOR:** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Jurisdiction. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Jurisdiction's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**7. INTEREST OF CONSULTANT:** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

**8. PROFESSIONAL ABILITY OF CONSULTANT:** Jurisdiction has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

**9. INDEMNITY:** Consultant agrees to defend, indemnify and hold harmless the Jurisdiction, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of Consultant. Jurisdiction also agrees to defend, indemnify and hold harmless the Consultant, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's



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fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the Jurisdiction.

10. **INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies: a. General Liability Coverage: Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and a four million (\$4,000,000) annual aggregate limit. The policy shall protect Jurisdiction, Consultant and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this agreement.

B. Automobile Liability Coverage: Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

c. Professional Liability Coverage: Consultant shall maintain professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) on a claims-made annual aggregate basis.

11. **COMPLIANCE WITH LAWS:** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. **LICENSES:** Consultant represents and warrants to Jurisdiction that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Jurisdiction that consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a Jurisdiction business license if required.

13. **CONTROLLING LAW VENUE:** This Agreement and all matters relating to it shall be governed by the laws of the State of Utah and any action brought relating to this Agreement shall be held exclusively in a state court in the appropriate Jurisdiction.



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**14. CONSULTANT'S BOOKS AND RECORDS:**

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services charged to Jurisdiction for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Jurisdiction Manager, Jurisdiction Attorney, Jurisdiction Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Jurisdiction for inspection at Jurisdiction's City Hall when it is practical to do so. Otherwise unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

**15. ENTIRE AGREEMENT:** This Agreement constitutes the complete and exclusive statement of Agreement between the Jurisdiction and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**16. AMENDMENTS:** This Agreement may be modified or amended only by a written document executed by both Consultant and Jurisdiction and approved as to form by the Jurisdiction Attorney.

**17. WAIVER:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**18. LITIGATION EXPENSES AND ATTORNEY'S FEES:** If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

**19. EXECUTION:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof





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shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. **ASSIGNMENT and SUBCONTRACTING:** The parties recognize that a substantial inducement to Jurisdiction for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Jurisdiction. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Jurisdiction. If Jurisdiction consents to such subcontract, Consultant shall be fully responsible to Jurisdiction for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Jurisdiction and subcontractor nor shall it create any obligation on the part of the Jurisdiction to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. **TERMINATION:** This Agreement may be terminated immediately for cause or by either party without cause upon thirty days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

JURISDICTION: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

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

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

Matt Dixon

Tyler D. Seaman

City Manager, South Ogden

Owner, Beacon Code Consultants, LLC

ATTEST: \_\_\_\_\_

Leesa Kapetanov

City Recorder, South Ogden

Attachments:

Exhibit A - Scope of Services

Exhibit B - Schedule of Fees



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Phone: 801-564-0897

Email: [beaconcodeconsultants@gmail.com](mailto:beaconcodeconsultants@gmail.com)

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## EXHIBIT "A"

### SCOPE OF SERVICES

#### PLAN REVIEW SERVICES:

1. Plan Review: Consultant shall provide complete plan review services to ensure that construction documents are in general compliance with the prescriptions of the adopted building code(s), including any applicable state and local amendments.
2. Comment Lists and Plans Delivery: When plan reviews result in items that need to be addressed, a written comment letter will be provided which refers to specific building code sections or specific details and drawings. Comment lists are sent out to recipients designated by the Jurisdiction via email using Iworq software, Consultant will transmit plan review comments and coordinate re-checks directly with the permit applicant, design team, or through the Jurisdiction. Once all comments have been addressed the completed construction documents will be returned to the Jurisdiction for final approval.
3. Turn-Around Schedules: For most project types initial plan reviews are completed within seven (7) working days from the date the plans are received by Consultant. Large, or unusually complex plan reviews may take up to fourteen (14) working days to complete. When not otherwise specified, Consultant may contact the Jurisdiction to determine if there are particular scheduling needs on specific projects to eliminate possible misunderstandings regarding turn-around expectations.
4. Special Projects: Consultant may accommodate special project plan review needs, such as fast-track, multi-phased or expedited plan reviews. Specific turn-around goals and procedures will be coordinated between the Consultant and Jurisdiction staff for these types of projects.
5. Technical Support: When mutually agreed between the Jurisdiction and Consultant as vital to project success, Consultant will attend pre-construction or pre-design meetings, field visits or other such meetings upon request, and provide support for field inspection personnel as-needed.



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#### **INSPECTION SERVICES:**

1. Qualifications: Consultant will provide fully licensed and certified building inspector(s) in residential and/or commercial as requested by the Jurisdiction. All inspectors shall be certified for residential and/or commercial construction.

2. Scope: In general, the inspection services provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals, and other duties as assigned. The intent of the inspections is to ensure compliance with the approved construction documents and conformance to the state-adopted building codes.

3. Availability: Inspector availability is not guaranteed but shall be determined on a first-come, first-served basis. Regularly scheduled inspections will always take priority. As such, we recommend that the Jurisdiction schedule specific times when they desire the Consultant to provide an inspector (i.e. Monday, Wednesday, and Friday all day).

#### **BUILDING OFFICIAL SERVICES:**

1. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this code

2. The building official shall examine or cause to be examined construction documents for code compliance.

3. Where the building official issues a permit, the construction documents shall be approved in writing or by a stamp that states "REVIEWED FOR CODE COMPLIANCE." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.



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EXHIBIT "B"

## SCHEDULE OF FEES

### GENERAL:

1. Contract Duration: The fees noted in this Agreement are valid for the first two years of the Agreement. Should changes to the fees be required after that date the Consultant must provide the revised rates to the Jurisdiction for approval prior to conducting any services at the revised rates.

2. Payment: Invoices for work performed during the previous month will be sent out at the beginning of each month, unless requested otherwise by the Jurisdiction. Payment shall be received within thirty (30) days of receipt of the invoice.

3. Method of Payment: A check can be mailed to the Consultant's address or direct deposit is accepted.

**Beacon Code Consultants, LLC**

**564 S. Norway Spruce Drive**

**Layton, Utah 84041**

### PLAN REVIEW SERVICES:

#### 1. Basic Fees:

a. Plan Review Services will be billed hourly with rate listed in the "Table of Hourly Billing Rates".

### INSPECTION SERVICES:

1. Building Inspection Services: Inspection services will be billed at the per inspection rate listed in the "Table of Hourly Billing Rates".

## TABLE OF HOURLY BILLING RATES

### CLASSIFICATION HOURLY BILLING RATE

Plan Review	\$40.00/Hour
Residential Inspection	\$30.00 per inspection
Commercial Inspection	\$30.00 per inspection
Virtual Inspection	\$30.00 per inspection
Trip fee	No trip fee
Building Official (code and zoning questions for permitting)	N/A

# STAFF REPORT



**SUBJECT:** Agreement With Compass Minerals  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 11-1-22

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## RECOMMENDATION

South Ogden City staff recommends the approval of the agreement with Compass Minerals for the purchase and delivery of Type C road salt.

## BACKGROUND

The award of this bid will allow South Ogden City Public Works to have Type C road salt delivered to the shop within 48 hours of a request. The Type C road salt is used during the winter months to de-ice the roads and make them safe for travel. This contract will allow South Ogden City to purchase up to 2000 tons of Type C road salt through October 31, 2023. Over the last few years South Ogden City has purchased between 1200-1500 tons of Type C road salt per year. This is the most cost effective way for South Ogden City to maintain a good level of road salt for use during the winter months. This is the second year to purchase salt through the cooperative state contract. Compass Minerals has been the vendor for South Ogden City for the past several years. This contract is a State of Utah contract and is very competitively priced. This contract can be extended yearly through August 31, 2026.

## ANALYSIS

The State of Utah has completed the competitive bid process. this contract allows South Ogden City to "piggy back" and participate to receive goods according to the contract. Please see the attached State Contract information.

## SIGNIFICANT IMPACTS

Money has been budgeted for this agreement in the Streets budget.

## ATTACHMENTS

None

## **Resolution No. 22-42**

### **A RESOLUTION APPROVING AN AGREEMENT WITH COMPASS MINERALS FOR PURCHASE OF ROAD SALT; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of South Ogden (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

**WHEREAS**, the City Council finds that purchase of road salt for winter is an ongoing necessity within the city; and,

**WHEREAS**, the City Council finds that to ensure the effective and efficient utilization of city resources and to provide for safe utilization of city roadways during winter storms, that purchase of road salt is necessary and these actions are in the best interest of the city; and,

**WHEREAS**, the City Council finds that the state of Utah has solicited bids for road salt and the successful low bidder, and the purchase conditions, are set out in Attachment “A”; and,

**WHEREAS**, the City Council finds that the City is authorized under state law to “piggyback” this final state bid award, and execution of any required agreement between the city and the successful bidder in furtherance of these ends requires an authorized signature from the city; and,

**WHEREAS**, the City Council finds the City Manager is the chief administrative officer of the City and should be authorized to enter into such an agreement on behalf of the city; and,

**WHEREAS**, the City Council finds it is in the best interest of the city and its residents to enter into such an agreement with Compass Mineral for the purchase of this needed road salt,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

#### **SECTION 2 - CONTRACT AUTHORIZED**

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Entry Into A Purchase Agreement For Road Salt For The City’s Road Surface Winter Maintenance Program With Compass Minerals In As Much As They Were The Successful Bidder Under The State Of Utah’s Procurement

Policies, As Set Out In **Attachment "A"**, And Since The City Is Authorized To “Piggyback” On This State Contract, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To Any Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

The foregoing recitals are fully incorporated.

**BE IT FURTHER RESOLVED** this Resolution shall become effective immediately upon its passage.

### **SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:**

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

### **SECTION 4 - PRIOR RESOLUTIONS:**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

### **SECTION 5 - SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of December, 2021, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

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Russell Porter, Mayor



**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT “A”**

### **Resolution No. 22-42**

A Resolution Approving An Agreement With Compass Minerals For  
Purchase Of Road Salt; Authorizing The City Manager To Sign Any And All  
Necessary Documents; And Providing For An Effective Date

01 Nov 22

**Sold-To ("Buyer"):**

Josh Sully  
South Ogden City  
5590 S 600 E  
Ogden, UT 84405

**Date:** October 14, 2022  
**Document:** 193143  
**Tel:** 801-622-2905  
**Fax:** (801) 622-2902  
**Email:** jsully@southogdencity.gov  
**Customer #:** H12426  
**Preferred:** Email

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
2,000	City of South Ogden 5590 S 600 E Ogden, UT 84405 Destination #: H12427 Delivery Lead Time: 3 days	26.63 Deliver w/o/Equipment	Depot: Ogden Product: BULK QWIKSALT (85051) Mode of Transport: DUMP (END OR BOTTOM) Distance: 8.1 Miles

Seller and Buyer agree to use the terms of MA 3773 for the duration of this agreement.

Buyer commits to purchasing 0% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 0% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 01 Oct 2023

**Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.**

Terms are NET 30 days from shipment with approved credit.

\* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.

\* Delivered price(s) via dump and based on full truck load quantities.

\* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.

\* Product is for bulk end use only and is not intended for blending or packaging without prior consent.

\* Applicable taxes extra

\* Compass Minerals America Inc. has no obligation to store the Product after 01 Oct 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Amanda Heady  
Highway Sales Manager  
Compass Minerals America Inc.

Name: \_\_\_\_\_

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

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reassignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE.** Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.**
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.



Contract #: MA3773

## STATE OF UTAH COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Utah Division of Purchasing and the following Contractor:

Compass Minerals America Inc.

Name

PO Box 277043

Street Address

Atlanta

Georgia

30384

City

State

Zip

Vendor # 47263I Commodity Code #: 46160 Legal Status of Contractor: For-Profit Corporation

Contact Name: Teresa Wilde Phone Number: +1 800-323-1641 Email: highwaygroup@compassminerals.com

2. **CONTRACT PORTFOLIO NAME:** Road Salt.
3. **GENERAL PURPOSE OF CONTRACT:** Snow Removal.
4. **PROCUREMENT:** This contract is entered into as a result of the procurement process on FY21. Solicitation# RS21-102
5. **CONTRACT PERIOD:** Effective Date: Wednesday, September 01, 2021. Termination Date: Monday, August 31, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. **Administrative Fee (if any):** One Half of One Percent (or 0.50%).
7. **Prompt Payment Discount Details (if any):** N/A.
8. **ATTACHMENT A:** Standard Terms and Conditions for Goods  
**ATTACHMENT B:** Scope of Work  
**ATTACHMENT C:** Pricing  
**ATTACHMENT D:** N/A
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #RS21-102.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

**CONTRACTOR**

**DIVISION OF PURCHASING**

Teresa Wilde  
Contractor's signature

9/7/21  
Date

CA  
Director, Division of Purchasing

09/08/2021  
Date

Teresa Wilde - Sales Manager  
Type or Print Name and Title

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS  
STATE OF UTAH COOPERATIVE CONTRACTS**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for goods meaning all things (including specially manufactured goods) which are tangible and usually movable. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users.

- 1. DEFINITIONS:** The following terms shall have the meanings set forth below:
- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
  - b) **"Contract"** means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor sign.
  - d) **"Contractor"** means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
  - f) **"Division"** means the State of Utah Division of Purchasing.
  - g) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - h) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - i) **"Goods"** means all types of tangible personal property (commodities), including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
  - j) **"Proposal"** means Contractor's response to the Division's Solicitation.
  - k) **"Solicitation"** means the documents used by the Division to obtain Contractor's Proposal.
  - l) **"State of Utah"** means the State of Utah, in its entirety, including its departments, institutions, agencies, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
  - n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
- 2. GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
- 4. RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.



5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
- On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the Division or Eligible Users be liable to the Contractor for compensation for any Good neither requested nor accepted by the Eligible Users. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Division or the Eligible Users for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered, the Eligible User will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to the Eligible Users under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

Remedies available to Eligible Users under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge to the Eligible User) within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the Eligible User may otherwise have under this Contract.

16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
18. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions, and prices of this Contract.
19. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
20. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.
23. **REPORTS AND FEES:**
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will



apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
24. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
25. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the Eligible User.

If Contractor delivers nonconforming Goods, the Eligible User may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
26. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
27. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
28. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
29. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
30. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
  1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property

Rights”) that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract (“Background IP”), and

3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the “Utilities”), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the “Residual IP”), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor’s Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor’s Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User’s and the State of Utah’s internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor’s scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User’s and the State of Utah’s internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor’s Intellectual Property Rights, in whole or in part.

31. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
32. **REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor’s non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor’s material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Goods that do not conform to this Contract.
33. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party’s reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
34. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

35. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division’s sole discretion whether to provide approval, which approval must be done in writing.
36. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor’s job vacancies.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
39. **ATTORNEY’S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney’s fees, incurred in connection with such action.
40. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of

stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice.

41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
43. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
44. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
45. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this **Contract**, which shall remain in full force and effect.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

## Attachment B

### Scope of Work

Eligible users will place orders using a best value determination. Quotes are not required but can be obtained if necessary. Developing a scope of work and getting a price for a project, season, or year is also allowable. As with all Statewide Cooperative Contracts, there is no guarantee of usage.

Awarded vendors must submit any annual price changes by June 15<sup>th</sup> each year.

#### Categories

All salt categories must be on the Clear Roads Qualified Product List found at

<https://clearroads.org/qualified-product-list/>.

Category 8B: Insoluble Material less than 10%, and Moisture less than 5%.

Category 4B: Corrosion Inhibited Solid Sodium Chloride – Modified Gradation (Corrosion Percent Effectiveness 31% to 85%)

Category 4C: Corrosion Inhibited Solid Sodium Chloride – Standard Gradation (Corrosion Percent Effectiveness 31% to 85%)

Category 8A-R: Standard Gradation, Road Salt, Insoluble Material less than 10%, and Moisture less than 0.5%.

Gradation: Meets the gradation located in the Clear Roads Guidance Document and Qualified Products List and/or the below gradation:

Table 1 Salt Gradation	
Sieve Size	Percent Passing
1/2"	100
3/8"	90-100
#4	75-100
#8	40-80
#16	15-45
#SO	0-10

Chemical Constituents:

- A. Do not supply products containing constituents exceeding total concentration limits listed in table 2. Test according to methodology listed below. Measure base product concentration levels prior to anti-freeze or chemical adulterant addition all per the Clear Roads Guidance document.
- B. Chemical contaminant limit stated as parts per million (ppm) as listed in the Clear Roads testing standards.

Table 2 Allowable Chemical Contaminants	
Chemical	Concentration (ppm)
Arsenic	5
Barium	100
Cadmium	.20
Chromium	1



Copper	1
Lead	1
Mercury	.05
Selenium	5
Zinc	10
Phosphorus	2500
Cyanide	.20

### **Test methods**

Test methods to be conducted in accordance with the standards set forth in the Clear Roads Guidance Document.

### **Submittals**

Submitted with product delivery, for each shipment, supply bill of lading showing:

- A. Type and grade of material
- B. Destination
- C. Consignee's name
- D. Date of Shipment
- E. Truck identification
- F. Net weight in English units
- G. Bill of Lading number
- H. Manufacturer

### **Quality Assurance**

Quality Assurance Testing, and Price Adjustments. For quality assurance purposes and for price adjustment purposes, the following steps may be used by Eligible Users to determine out of compliance product and penalties:

- A. Upon delivery, station supervisor will inspect delivery for obvious out of compliance issues (e.g.; puddling or running water). If the product is in question, the station supervisor will contact vendor to cure the problem prior to next delivery.
- B. Second occurrence of obvious out of compliance issues will result in third party testing at vendor's site, which may result in price penalties if the test results show non-compliance.
- C. Third occurrence of obvious out of compliance issues will result in a cure or quit notification letter and possible termination of the entire contract.
- D. For the purpose of monitoring non-compliance, each delivery within a 7 day window, that is out of compliance will count as one occurrence.
- E. Testing will be performed by an independent third party laboratory. If the testing shows that the product was out of compliance, the cost of testing will be billed back to the supplier. If the testing shows that the product was in compliance, the State will absorb the cost of testing.

- F. The third party laboratory will test the Supplier's product. Tests may be performed for any or all of: Gradation, Moisture Content, or any other material property required by the specification suspected to be out of compliance.
- G. If any properties are found to not meet the requirements of the contract, the State may assess a payment penalty that will remain in effect until the date of the next test for those properties.
- H. Do not supply shipments contaminated with other materials; this may result in the rejection of the shipment, or a price reduction.

### **Testing Process**

- A. If deemed necessary or after a second non-compliance event, testing will be scheduled by the State with an independent third party Testing Contractor.
- B. The Testing Contractor takes samples taken at Vendor's production facility (i.e. same location as for FOB purchases), and conducts tests on those samples.
- C. Tests to be conducted may be any or all of:
  - 1. Gradation
  - 2. Moisture Content
  - 3. Tests for any other material properties required by the contract, as deemed necessary.
- D. The Testing Contractor will send the results to the State entity requesting the test, as well as the vendor.
- E. The State entity calculates any price reduction based on the test results. If imposed, price penalties will be effective until the vendor can prove the product in question is in compliance.
- F. Vendor may request, in writing, subsequent sampling and testing of any or all items that were reported by the independent test. Vendor will bear full cost of such subsequent tests.
- G. The State will not automatically resample or retest product at any prescribed interval or frequency.

### **Price Adjustments**

- A. Price Adjustment, Gradation: Downward 5% price adjustment assessed for materials outside the specified gradation.
- B. Price Adjustment, Moisture Content: 1 % downward price adjustment assessed for each full 1% moisture content over 4%. Round to the nearest full percentage. Example:
  - 1. 2.1% moisture delivered would not be reduced.
  - 2. 4.3% moisture delivered would not be reduced.
  - 3. 4.8% moisture delivered would be reduced by 1%.
- C. The Net Price Reduction will be applied per ton to all product delivered until a subsequent test shows a different result.
- D. Price Adjustment, General: products failing to meet any other specification requirements with an assessed 5% downward price adjustment. Price

adjustments will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, and other material properties will not be cumulatively summed; the largest value will be used.

**EXAMPLE:**

A delivery lot meets the specification requirements for gradation and moisture content, but contains lead in excess of the allowable value indicated in the specification. The Net Price Reduction would be 5%.

Price Adjustment, Performance: Downward price adjustment in dollars per ton for supplying material failing to meet vendor-specified melting power, ice penetration, or corrosiveness values is computed by the following formulae:

**Equation 1**

For **melting power** performance below vendor-specified value,

**Where**  $M_{proposed} > M_{actual}$

**Price Reduction** ( $R_{meit}$ ), **percentage** =  $100\% \left( (M_{proposed} - M_{actual}) / M_{proposed} \right)$

**Equation 2**

For **ice penetration** performance below vendor-specified value,

**Where**  $I_{proposed} > I_{actual}$

**Price Reduction** ( $R_{ice}$ ), **percentage** =  $100\% \left[ (I_{proposed} - I_{actual}) / I_{proposed} \right]$

**Equation 3**

For **corrosiveness** performance below vendor-specified value,

**Where**  $C_{proposed} > C_{actual}$

**Price Reduction** ( $R_{corr}$ ), **percentage** =  $100\% \left[ (C_{proposed} - C_{actual}) / C_{proposed} \right]$

In each case, if the delivered product meets or exceeds the vendor-specified performance value, then the price reduction for that performance parameter is \$0.00.

For the Equations above, terms are defined as:

- A.  $M_{proposed}$  = MELTING POWER PROPOSED: the total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour specified by the vendor at the time of bidding.
- B.  $M_{actual}$  = MELTING POWER ACTUAL: the actual total volume melt of vendor's product using SHRP H-205.1 at 5°F after one hour.
- C.  $I_{proposed}$  = ICE PENETRATION PROPOSED: ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F as specified by the vendor at the time of bidding.
- D.  $I_{actual}$  = ICE PENETRATION ACTUAL: the actual ice penetration of vendor's product in one hour using SHRP 205.3 at 20°F.
- E.  $C_{proposed}$  = CORROSIVENESS INDEX PROPOSED: Corrosiveness Index, as defined herein, of the vendor's product, as specified by the vendor at the time of bidding.
- F.  $C_{actual}$  = CORROSIVENESS INDEX ACTUAL: The actual Corrosiveness Index, as

defined herein, of vendor's product.

- G. R = Percent reduction in price for not meeting vendor's proposed value.

The Net Price Reduction will be computed based on the largest adjustment computed. Price adjustments for gradation, moisture content, melting power (Rmelt), ice penetration (Rice), and corrosion (Rcorr) will not be cumulatively summed. Instead, the largest value of the five price adjustment components will be used, with a maximum total price adjustment of 20%.

EXAMPLE:

If Rcorr = \$0.72

Rmelt = \$0.00

Rice = \$1.32

Gradation Reduction = \$0.00

Moisture Content Reduction = \$0.33

Then Net Price Reduction = \$1.32



The Net Price Reduction will be applied per ton to all product delivered until the next test showing a different result.

Price Adjustment, General: the State may accept products failing to meet any other specification requirements with an assessed 5% downward price adjustment, in addition to any price adjustment imposed for gradation, moisture content, melting power, ice penetration, or corrosiveness. However, in no case will the total price adjustment exceed 20%.

## **Rejection**

Any product may be rejected if it fails to conform to the specifications. If the product fails to meet specifications the State may, at its option, impose a price adjustment as described in paragraph 8, allow the contractor to replace the defective product, or cancel the contract. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State.

## **Delivery**

Notify supervisor by telephone twenty-four hours prior to delivery. Unload material where directed. Butt loads against each other in such a manner as to occupy as small a total stockpile area as possible.

- A. End-users may pick up the salt by use of State/local government trucks or, by the use of a third party. Pick up schedules will have to be coordinated with the vendor.
- B. Delivery Methods:
  - 1. Delivery Method One: Deliver using end-dump trucks only. No Trailers.
  - 2. Delivery Method Two: Deliver using end-dump trucks, end-dump trucks with pups, or end-dump trailers.
  - 3. Delivery Method Three: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, or side dumps.
  - 4. Delivery Method Four: Deliver using end-dumps, end-dumps with pups, end-dump trailers, walking trailers, belt dump trailers, side dumps, or belly dumps.
  - 5. Delivery Method Five: Load state trucks F.O.B. at supplier's production facility, stockpile, railhead, or other designated location. Supplier specifies point of delivery in writing if other than normal place of business.
- C. Stockpiles: The method for stockpiling sodium chloride will be one of the following:
  - 1. Method I: Stockpile by butting loads - Build stockpiles at designated locations. Butt loads one against the other in such a manner as to occupy as small a total

stockpile area as possible. If equipment to keep the stockpile pushed up to cover an area no larger than a stockpile area produced by an end-dump. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape the stockpile, the cost of reshaping is deducted from the contract.

2. Method 2: Stockpile by supplier furnished loader - Build stockpiles at designated locations. Supplier places each load and load is "bucked up" using a supplier-furnished loader and operator. Stockpiles occupy as little space as possible and are bucked up to a uniform 10-foot height. If Engineer is not satisfied with the stockpiling, supplier reshapes the stockpile to an acceptable configuration. If purchasing entity personnel reshape stockpile, reshaping cost is deducted from the contract.
  3. Method 3: Stockpile by purchasing entity shaping pile- Build stockpile at designated locations. Purchasing entity shapes stockpile.
- D. Complete delivery of each order according to the following schedule for orders placed on or after October 31st:
1. Order size 400 tons or less: Complete delivery within two calendar days of order placement. **Example:** Order placed on December 1 is to be delivered by December 3.
  2. Order size 401 tons to 1000 tons: Begin delivery within two calendar days. Complete Delivery within four calendar days of order placement. **Example:** Order placed on December 1st Delivery to begin by December 3rd and completed by December 5th.
- E. Order size 1001tons or more: Begin delivery within two calendar days of order placement. Continue delivery at a rate of not less than 400 tons per day until complete. **Example:** Order placed on December. Delivery to begin by December 3 and to continue at a rate of 400 tons or more per day until complete.
- F. Complete delivery of each order according to the following schedule for orders placed prior to September 15th:
1. For any order placed prior to September 15, the Supplier has up to 14 days to complete delivery. **Example:** Order placed on August 1 Delivery should be completed by August 15.
  2. Ordering and Delivery Process:
    - a. Purchasing entity places order.
    - b. Minimum order size is one (1) truckload.
    - c. **Vendor maintains order-taking capability within the State of Utah.**
    - d. Vendor has twenty-four hour per day order taking.

- e. Vendor confirms order by email to purchasing entity placing order within eight (8) hours.
- 3. Vendor's confirmation contains:
  - a. Confirmation of total order quantity and destination
  - b. Estimated first load dispatch time and date
  - c. Type of delivery trucks (Dump truck, Dump truck with pup, etc.)
  - d. Scheduled order completion date and time
  - e. Delivery coordinator name and Utah telephone number

G. Order Details

- Orders placed before noon Mountain Time are considered to be placed the date of the order.
- Orders placed after noon Mountain Time are considered placed 8:00 AM the next calendar day.
- Delivery is deemed to start when the first load is dispatched AND the station supervisor is notified.
- Delivery is complete when the last load is dumped at the delivery location.
- Vendor calls station one hour or more prior to delivery.
- Vendor confirms end of delivery with email.

## Attachment C Cost Sheet

All products refer to Clear Roads Qualified Products List.

The per mile charge is set at the state reimbursement rate of \$0.56 per mile. This rate is subject to change Per State Travel. It is allowable for a vendor to charge a lesser rate.

Vendor:		Compass Minerals America Inc.	
Contact:		Teresa Wilde	
Phone:		800-323-1641	
<b>Region 1</b>			
Category	Brand Name	Cost per Ton	Allowable state travel charge per mile
Category 8B	QwikSalt	\$20.27	\$0.56 Per Mile
Category 4B			\$0.56 Per Mile
Category 4C			\$0.56 Per Mile
Category 8A-R	DriRox	\$50.57	\$0.56 Per Mile
<b>Region 2</b>			
Category	Brand Name	Cost per Ton	Allowable state travel charge per mile
Category 8B	QwikSalt	\$20.27	\$0.56 Per Mile
Category 4B			\$0.56 Per Mile
Category 4C			\$0.56 Per Mile
Category 8A-R	DriRox	\$50.57	\$0.56 Per Mile
<b>Region 3</b>			
Category	Brand Name	Cost per Ton	Allowable state travel charge per mile
Category 8B	QwikSalt	\$20.27	\$0.56 Per Mile
Category 4B			\$0.56 Per Mile
Category 4C			\$0.56 Per Mile
Category 8A-R	DriRox	\$50.57	\$0.56 Per Mile
<b>Region 4</b>			

Category	Brand Name	Cost per Ton	Allowable state travel charge per mile
Category 8B	QwikSalt	\$20.27	\$0.56 Per Mile
Category 4B			\$0.56 Per Mile
Category 4C			\$0.56 Per Mile
Category 8A-R	DriRox	\$50.57	\$0.56 Per Mile

Region 5			
Category	Brand Name	Cost per Ton	Allowable state travel charge per mile
Category 8B	QwikSalt	\$20.27	\$0.56 Per Mile
Category 4B			\$0.56 Per Mile
Category 4C			\$0.56 Per Mile
Category 8A-R	DriRox	\$50.57	\$0.56 Per Mile
Cost per Ton by region and by category will be used to evaluate			
To be included in the contract but not considered in the cost calculation:			
Indicate if your firm will offer a discount for early pick up? (Pick up in the months of July - September). Indicate a Percent off Price per ton.	_____ 0% OFF early pick up per ton		
Include a percent off catalog price for items not listed above.	_____ 0% OFF catalog items per ton		

**Resolution No. 22-43**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING A DONATION  
TO THE WEBER/MORGAN CHILDREN'S JUSTICE CENTER, AND  
PROVIDING THAT THIS RESOLUTION SHALL BECOME  
EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that the Weber/Morgan Children's Justice Center was established to serve children 17 years of age or younger who are victims of alleged sexual and physical abuse, domestic violence, drug endangerment, internet exploitation, and other crimes against children; and,

**WHEREAS**, the City Council finds that many children and their families from South Ogden City, as well as from other cities in Weber and Morgan Counties, have benefited greatly from the services the Weber/Morgan Children's Justice Center provides; and,

**WHEREAS**, the Weber/Morgan Children's Justice Center has requested that South Ogden City make a one-time donation to support its efforts in constructing a new facility to better serve the children of South Ogden City and Weber and Morgan counties; and,

**WHEREAS**, the City Council has considered the Weber/Morgan Children's Justice Center request and concluded that a donation would benefit the residents of South Ogden City; and,

**WHEREAS**, the City Council has included a donation to the Weber/Morgan Children's Justice Center in the South Ogden City Fiscal Year 2023 budget;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
SOUTH OGDEN AS FOLLOWS:**

**SECTION 2 - DONATION AUTHORIZED**

That A Donation in the Amount of \$67,855 Be Made To The Weber/Morgan Children's Justice Center With The Stipulation That The Donation Be Used

Exclusively For Use Of Construction Of A New Facility, And That If The Donation Funds Are Not Expended Within Three Years From The Date Of This Resolution, They Are To Be Returned To South Ogden City;

The foregoing Recitals are incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

### **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 1st day of November, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH,** on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

# STAFF REPORT



**SUBJECT:** Approving an agreement with Spohn Ranch Inc.  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** November 1, 2022

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## RECOMMENDATION

Staff recommends approval of the agreement with Spohn Ranch for the Design and Construction documents for the 40<sup>th</sup> Street Skate Park.

## BACKGROUND

For several years the City Council has been focused on improving the quality of parks throughout the city. Strategic Initiative 3.2 of the South Ogden City Strategic Plan states the council's desire to, "Increase resident satisfaction rating of the city parks by 10 percent." In furthering the City's efforts to improve the quality of the City's parks, the Council has created a goal to "Complete a design and project plans for a Skatepark" by December 2022. The city anticipates seeking RAMP grant funding in support of this project beginning in January of 2023.

## ANALYSIS

The location of the skatepark (40th Street Park) was reviewed and approved by the City Council. The city believes this is the best location for several reasons: First, the location is in a busy, highly visible area of the city. The skatepark will be visible from City Hall, the Police Station, and the Fire Station. Second, the park has existing parking and public restrooms that the city believes will be sufficient to accommodate the needs of those who will visit the park. Third, the park is easy to find for those interested in enjoying the park. There are more than 20,000 trips per day on 40th Street – making the skatepark one of the most visible parks in the area.

The location of the skatepark is an active storm water detention (see Exhibit A) basin and coordination with the City Engineer will be very important during concept and design.

The work consists of involving and coordinating with South Ogden City officials (staff and elected officials), the Skatepark Project Committee, City Planner/Landscape Architect (Landmark Design - Contracted), City Engineer (Wasatch Civil – Contracted) and the public in planning, designing, and preparing construction documents for a 15,000 sq. ft., cast in place concrete skatepark at the 40th Street Park (east of City Hall).



## **SIGNIFICANT IMPACTS**

\$30,250.00

## **ATTACHMENTS**

Skate Park RFP

Spohn Ranch Submittal



## **PUBLIC ADVERTISEMENT REQUEST FOR PROPOSALS**

### **South Ogden Skatepark**

#### **RECEIPT OF PROPOSALS:**

Proposals will be accepted South Ogden City Hall (3950 Adams Ave., South Ogden, Utah 84403), until 4:00 p.m. or via email to [jandersen@southogdencity.gov](mailto:jandersen@southogdencity.gov) on, Tuesday, September 27, 2022, for a contract from a qualified contractor to assist in the planning, designing, and preparation of construction drawings for a skatepark at 40<sup>th</sup> Street Park (located east of City Hall).

#### **Late Submittals Will Not Be Accepted**

- Submittals received after 4:00 p.m. on Tuesday, September 27, 2022 or those submitted in a form other than hard copy or email 9/12/2022 4:01:07 PM will not be accepted.
- Submittals must be delivered by the mail or other delivery service, or hand carried to Attn: Jon Andersen at South Ogden City Hall Administration (3950 Adams Ave.). Emailed proposals must be sent to Public Works Director, Jon Andersen at [jandersen@southogdencity.gov](mailto:jandersen@southogdencity.gov). It is the sole responsibility of those responding to this Request for Proposal to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.
- The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.
- South Ogden City encourages and welcomes bids from local, small, women and minority owned businesses and other disadvantaged business enterprises.

#### **DESCRIPTION OF WORK:**

The work consists of involving and coordinating with South Ogden City officials (staff and elected officials), the Skatepark Project Committee, City Planner/Landscape Architect (Landmark Design - Contracted), City Engineer (Wasatch Civil – Contracted) and the public in planning, designing, and preparing construction documents for a **15,000 sq. ft.**, cast in place concrete skatepark at the 40<sup>th</sup> Street Park (east of City Hall). Work will include working with the Skatepark Project Committee to draft conceptual plans, presenting the conceptual plans to the city elected officials and other stakeholders, gathering feedback, and incorporating the feedback into a final design that will be approved by the South Ogden City Mayor and Council. Work will include the preparation of final construction documents that will enable the city, once approved by the elected body, to solicit bids for construction of the park. Drawings must be sealed meeting Utah professional practice standards. Work will require that the contractor attend Committee meetings, Council work sessions and regular meetings, attending other public meetings, as may be requested by the City Council, and attending meetings with City staff. Contractor must work collaboratively with the City Planner and City Engineer - who will be responsible for the civil design work for this project. Contractor must be able to complete the project on or before December 15, 2022.

#### **PROJECT ADMINISTRATION:**

All questions relative to this project shall be directed to Jon Andersen, Public Works Director, at 801-622-2901, [jandersen@southogdencity.gov](mailto:jandersen@southogdencity.gov) or Shane Douglas, Assistant Public Works Director, at 801-622-2908, [sdouglas@southogdencity.gov](mailto:sdouglas@southogdencity.gov).

**OWNERS RIGHTS RESERVED:**

South Ogden City reserves the right to reject any or all proposals, waive any informalities in a proposal, and make awards in the interest of the City. Award of a contract will be at the City's discretion based on their evaluation of the proposal best determined to meet their needs.

Dated: September 12, 2022  
Published: September 12, 2022  
By: Jon Andersen, South Ogden City

## **PROPOSAL INFORMATION**

**PROJECT BACKGROUND:**

South Ogden City is a mostly residential community located in Weber County, Utah. South Ogden City's mission statement shows the city's commitment to "preserving and enhancing quality of life." For several years the City Council has been focused on improving the quality of parks throughout the city. Strategic Initiative 3.2 of the South Ogden City Strategic Plan states the council's desire to, "Increase resident satisfaction rating of the city parks by 10 percent." Over the last few years, the Council has millions of dollars to help improve existing parks as well as construct two new parks. In furthering the City's efforts to improve the quality of the City's parks, the Council has created a goal to "Complete a design and project plans for a Skatepark" by December 2022. The city anticipates seeking grant funding in support of this project beginning in January of 2023.

As demonstrated by the new Burch Creek Park and Club Heights Park, the city is committed to ensuring that the new skatepark is a quality project and will be a park that will set South Ogden City apart from other cities in northern Utah. It is imperative that the city finds a partner who has the expertise, creativity, reputation, and experience to guarantee the project's success.

The location of the skatepark (40<sup>th</sup> Street Park) was reviewed and approved by the City Council. The city believes this is the best location for several reasons. First, the location is in a busy, highly visible area of the city. The skatepark will be visible from City Hall, the Police Station, and the Fire Station. Second, the park has existing parking and public restrooms that the city believes will be sufficient to accommodate the needs of those who will visit the park. Third, the park is easy to find for those interested in enjoying the park. There are more than 20,000 trips per day on 40<sup>th</sup> Street – making the skatepark one of the most visible parks in the area.

The location of the skatepark is an active storm water detention (see Exhibit A) basin and coordination with the City Engineer will be very important during concept and design.

**WORK DESCRIPTION:**

The selected contractor shall be responsible for providing all expertise, labor, and equipment necessary to complete the required work. **Proposals shall include Contractor's proposed approach and costs for completing the following project phases:**

- Phase I: Project startup, site visit and public open house
- Phase II: Preliminary design development

- Phase III: Final conceptual design
- Phase IV: Construction documents (50%, 90%, 100%)
  - Specialty drawings and final inputs shall include:
    - Grading, drainage, erosion control plans & details
    - Skatepark materials plan
    - Skatepark vertical controls
    - Skatepark horizontal controls
    - Skatepark jointing plan
    - Skatepark sections
    - Skatepark details
    - Technical specifications
    - Final cost estimate and quantity of materials estimate
- Hourly billable rates for Contractor Personnel for work outside of the scope of the project

### **WORK EXCLUSIONS**

Contractor is not required to provide:

- Survey or Geotechnical services
- Civil, Structural, Electrical, Landscape Architecture or design or other non-skate elements
- Permit application
- Contract of Bid Documents other than Skatepark sheets, specifications, and prequalification language

### **EXISTING CONDITIONS:**

Contractors proposing on this project are responsible to visit the skatepark site and observe the conditions which might affect the work.

### **QUALIFICATIONS:**

The Contractor must meet the following minimum qualifications:

- At least ten (10) years of experience in designing and building cast in place concrete skateparks
- A list of five (5) similar projects that have been completed recently with references and contact information that are comparable in scale and design
- Demonstrate that Contractor is licensed and able to perform this work in the state of Utah
- Demonstrate that Contractor has sufficient personnel, equipment, and expertise to complete the work within the scheduled time

### **INSURANCE REQUIREMENTS:**

Contractor to provide proof of professional liability insurance (\$1,000,000 min.) and general liability insurance (\$3,000,000 min.)

### **PROPOSAL REQUIREMENTS:**

Proposals shall consist of a price proposal and supporting information. Specific information shall include:

- A brief company profile and contact information (**Attachment A – Company Profile**)
- Experience with similar projects/work (**Attachment B – Related Experience**)
- Demonstration of creativity in design and construction (**Attachment C – Design Creativity**)
- Contractor personnel profiles/resumes (**Attachment D – Personnel Profiles**)
- Price proposal for the work (**Attachment E – Price Proposal by Phases & Hourly Rates**)
- References (**Attachment F – References**)

Proposals will be evaluated by South Ogden City staff and the Skatepark Project Committee. The

proposal pricing shall remain firm for not less than ninety (60) calendar days from the date of receipt of proposal.

**EVALUATION FACTORS:**

South Ogden City will evaluate proposals based upon the following factors:

- 50% Contractor's experience with similar projects (i.e., size, timelines, location, etc.)
- 30% Contractor's creativity in design and construction of skateparks
- 20% Price Considerations
- 100%

**CONTRACT:**

South Ogden City intends to award a contract to the lowest, qualified bidder. The City reserves the right to unilaterally terminate the contract agreement at any time upon thirty (30) days written notice to the contractor.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXHIBIT A: SKATEPARK SITE



## **Attachment A – Company Profile**

## **Attachment B – Related Experience**



## **Attachment C – Design Creativity**

## **Attachment D – Personnel Profiles**

**Attachment E – Price Proposal by Phases & Hourly Rates**

## **Attachment F – References**

SOUTH OGDEN CITY CORPORATION  
CONTRACTOR INFORMATION SHEET

Business name: \_\_\_\_\_ Year Est. \_\_\_\_\_

Owner or Parent Company: \_\_\_\_\_

Business address: \_\_\_\_\_

Business Tel.: \_\_\_\_\_ Mobile Tel.: \_\_\_\_\_ Federal I.D. # \_\_\_\_\_

\_\_\_\_\_ If you do not have a federal I.D. #, please list  
your Social Security Number:

BID FORM

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

The Project is defined in the Scope of Work and

The undersigned, in compliance with the Request for Bid, and having examined the information and  
specification provided, do hereby propose:

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_

This bid shall remain in effect for 60 days after bid-opening.

For all the work shown on drawings and specification, I/we agree to perform for the total sum stated above and  
include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

Respectfully submitted,

\_\_\_\_\_ Name of Bidder

\_\_\_\_\_ Address

\_\_\_\_\_ Authorized Signature

TO THE MAYOR OF SOUTH OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work  
is to be done, has carefully examined the specifications and other contract documents, and has examined the  
locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide  
and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and  
transportation services necessary to perform and complete, in a workmanlike manner, all the work required in  
connection with the plans and specifications and other contract documents, at the following bid prices for the  
several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

\_\_\_\_\_ Name of Bidder

\_\_\_\_\_ Authorized Signature

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

# SOUTH OGDEN SKATEPARK

SPOHN RANCH, INC. - PROPOSAL FOR DESIGN SERVICES - SEPTEMBER 27, 2022





TUESDAY, SEPTEMBER 27, 2022

RE: REQUEST FOR PROPOSALS - SOUTH OGDEN SKATEPARK

Dear Mr. Anderson,

Thank you for the opportunity to present Spohn Ranch's proposal for the professional design services that will transform a section of South Ogden's 40th Street Park into a state-of-the-art concrete skatepark.

Spohn Ranch is beloved by Utah skateboarders and wheel sports athletes and has earned a strong reputation in the region via critically-acclaimed facilities in Lehi, Holladay, Provo and our current projects for Bountiful and Eagle Mountain. Through our previous work in Utah, we've developed an in-depth knowledge of the region's suppliers, site composition, building standards and weather conditions - guaranteeing the City a smooth design and construction process free from surprises.

We've followed this project closely over the past year and have developed an unparalleled understanding of the project's goals, as well as potential constraints. Intimate background knowledge, including a recent in-person site visit, uniquely enables our team to hit the ground running, without having to play catch-up.

We are hopeful South Ogden will join the long list of municipalities who've discovered the Spohn Ranch difference.

- **Unparalleled experience.** You don't survive the ups and downs of three decades on accident. While other designers have come and gone, our passion, professionalism and hard work have sustained our success over the long haul.
- **Process.** We've spent 25+ years refining and improving our design process. From first information checklist to final concrete pour, our process is dialed - guaranteeing a smooth experience free from surprises.
- **Well-balanced.** Our skateparks accommodate the full spectrum of experience levels and feature a ratio of street to transition-style terrain shaped by community input. Not too advanced. Not too much transition. Just right.
- **Art and aesthetics.** Spohn Ranch is known for architectural finesse and sculptural elements that transform a skatepark into a modern work of art the entire community can take pride in.
- **High-quality design.** When a community is entrusting us with its most valued assets - its kids and its real estate - we don't take the responsibility lightly. We sweat the small stuff and when other designers would say "good enough" - we take the extra steps to make sure it's done right.

Our dedicated team members and legacy of success are detailed in the following pages.

We understand the services to be performed, are available to begin work immediately and are committed to successfully executing this project. I am authorized to make representations for Spohn Ranch, so please don't hesitate to reach out with any questions.

Sincerely,

Aaron Spohn, Founder & President  
Spohn Ranch, Inc.  
6824 S Centinela Los Angeles, CA 90230  
626-330-5803 x202  
aspohn@spohnranch.com



- QUALIFICATIONS
  - REFERENCES
  - PROJECT TEAM
- PROJECT APPROACH
  - INSURANCE
  - FEE PROPOSAL





# QUALIFICATIONS





HEADQUARTERED IN

# LOS ANGELES-CALIFORNIA

## SKATEBOARDING'S BIRTHPLACE

AND CONTINUED EPICENTER



Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks and wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.



# 3 DECADES OF SUCCESSFUL BUSINESS DOESN'T HAPPEN ON ACCIDENT.

## SPOHN RANCH - PRESENT DAY

- 12 in-office staff – drafters/designers, project managers, estimators and support staff
- 30 in-the-field staff – shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators
- East LA fabrication shop – 25,000 square foot space for steel fabrication and equipment/tool storage
- Licensed General Contractor in multiple states

## PROFESSIONAL AFFILIATIONS

- National Recreation & Park Association (NRPA)
- New York City Parks & Recreation (Passport)
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council (USGBC)
- American Concrete Institute (ACI)
- American Shotcrete Association (ASA)
- Construction Specifications Institute (CSI)
- American Society for Testing & Materials (ASTM)
- World Skateboarding Federation (WSF)

## INSURANCE

Spohn Ranch maintains, at a minimum, the following coverage. Certificates are available upon request.

- Errors and Omissions / Professional Liability - \$2,000,000 per occurrence, \$2,000,000 aggregate
- Workers Compensation and Employers Liability - \$1,000,000
- Automobile Liability for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive/Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess Liability (Umbrella) - \$9,000,000

## FINANCIAL/LEGAL STABILITY

2022 marks thirty years of uninterrupted service, focused solely on skatepark design and construction. We take pride in being a hard-working, passionate and responsible family-owned business.

- Zero bankruptcies, loan defaults, changes of ownership or operation under a different name
- Zero liquidated damages
- Zero instances of E&O insurance claims

We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of \$3 million per project and \$6 million aggregate. We have a spotless bonding history over 25+ years of business – none of our bonds/sureties have ever been called upon for any reason.

Spohn Ranch has neither litigation history associated with project performance nor any past or pending litigation against an Owner with whom we've contracted.



# NATIONALLY-RECOGNIZED AWARD-WINNING SKATEPARK DESIGN-BUILD

- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**  
Award for Excellence In Design, 2013 (Holland Park Skate Plaza – Elizabeth, NJ)
- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**  
Award for Excellence In Design, 2015 (Maplewood Skatepark – Maplewood, NJ)
- **NEW JERSEY SOCIETY OF MUNICIPAL ENGINEERS**  
Municipal Project of the Year, 2013 (Dealy Field Skatepark – Sea Isle City, NJ)
- **LOUISIANA MUNICIPAL ASSOCIATION**  
Community Development Award, 2014 (Fireman's Skate & Bike Park – Houma, LA)
- **WORLD OF CONCRETE**  
Finalist for "Crews that Rock" Award, 2011 & 2013 (Dew Tour Bowl & BSA Summit)
- **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**  
Award for Excellence Nominee, 2010 (Daybreak Skatepark – South Jordan, UT)
- **HUCK MAGAZINE**  
"The Future of Skatepark Design", 2008 (Daybreak Skatepark – South Jordan, UT)
- **IOWA READY MIXED CONCRETE ASSOCIATION**  
Excellence In Concrete Award, 2012 (Oskaloosa Skatepark – Oskaloosa, IA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SAN DIEGO COUNTIES CHAPTER**  
Honor Award, 2017 (Kimball Skatepark – National City, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**  
Project of the Year, 2017 (Marline Park Skatepark – Manhattan Beach, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – KENTUCKY CHAPTER**  
Project of the Year, 2014 (Chautauqua Park Skatepark – Owensboro, KY)
- **CALIFORNIA PARK AND RECREATION SOCIETY**  
Award of Excellence In Park Planning, 2017 (Stanton Skatepark – Stanton, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**  
Award of Excellence for Recreation, 2009 (Fontana Skateparks – Fontana, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**  
Award for Excellence In Design, 2020 (Manzanita Skatepark – Anaheim, CA)





# EVERYTHING WE LEARN BUILDING SKATEPARKS FOR THE WORLD'S TOP PRO ATHLETES, INSPIRES WHAT WE ROLL INTO YOURS.



Some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.

Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.

## HIGHLIGHTED PRIVATE PROJECT LIST:

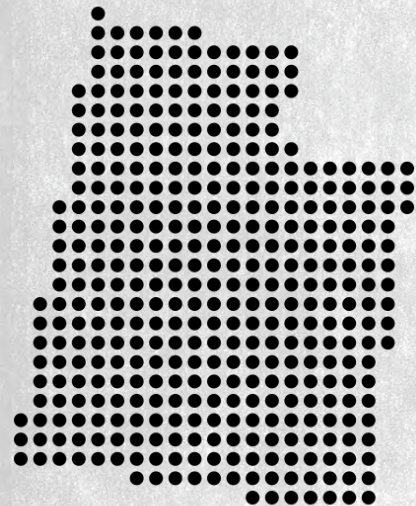
- Professional Competitions – ESPN X-Games, NBC Mountain Dew Tour, Kimberly Diamond Cup, D-Town Throwdown, Gravity Games, Vans Triple Crown, East Coast Surfing Championships
- Corporate Clients – Red Bull, Vans, Adidas, Gatorade, MTV, Boost Mobile, Got Milk, Ford, Tedx, Hewlett Packard, Reese's Puffs, Guinness Book of World Records, Kansas City Speedway, Warped Tour
- Film/Television – Brink, Grind, Accepted, OPM's "Heaven is a Half-Pipe"



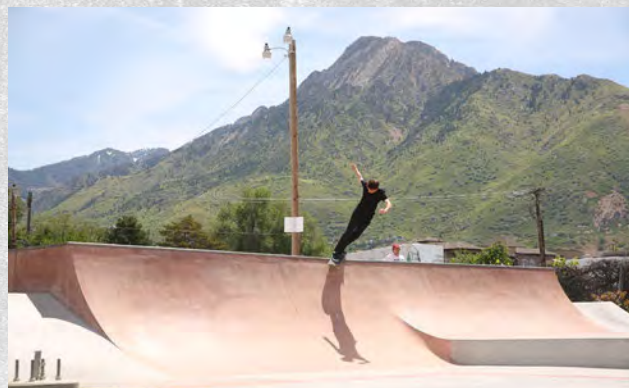


# STATE OF UTAH LICENSED CONTRACTOR #84400005-5551 10+ BEEHIVE STATE PROJECTS UNDER OUR BELT

- WASHINGTON WHEELS PARK - WASHINGTON, UT
- EAGLE MOUNTAIN SKATEPARK - EAGLE MOUNTAIN, UT
- WASHINGTON PARK SKATEPARK - BOUNTIFUL, UT
- HOLLADAY SKATEPARK - HOLLADAY, UT
- MAPLE HILLS PARK SKATE SPOT - WEST JORDAN, UT
- UNITY PARK SKATEPARK - IVINS, UT
- WASATCH ACADEMY SKATEPARK - MT. PLEASANT, UT
- NORTH OGDEN SKATEPARK - NORTH OGDEN, UT
- POINTE MEADOW PARK SKATEPARK - LEHI, UT
- UTERO INDIAN SKATEPARK - FORT DUCHESNE, UT
- PROVO SKATE PLAZA - PROVO, UT
- DAYBREAK SKATE PATH - SOUTH JORDAN, UT







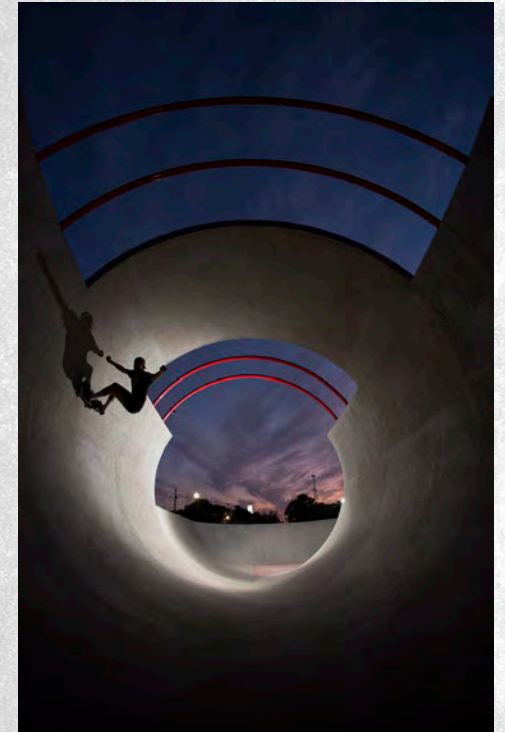


















LOS ANGELES, CALIFORNIA GEORGE LANE SKATEPARK





LA PUENTE, CALIFORNIA IAN CALDERON SKATEPARK





EL MONTE, CALIFORNIA GIBSON MARIPOSA SKATEPARK





LANCASTER, CALIFORNIA JANE REYNOLDS SKATEPARK









SANTA FE, NEW MEXICO GENOVEVA CHAVEZ SKATEPARK









LOS ANGELES, CALIFORNIA CASTAIC PARK SKATEPARK





LOS ANGELES, CALIFORNIA HARBOR CITY SKATEPARK





MEDINA, NEW YORK LUKE NELSON SKATEPARK









SHOREVIEW, MINNESOTA SHOREVIEW COMMONS SKATEPARK









BAKERSFIELD, CALIFORNIA NORTH BEARDSLEY SKATEPARK







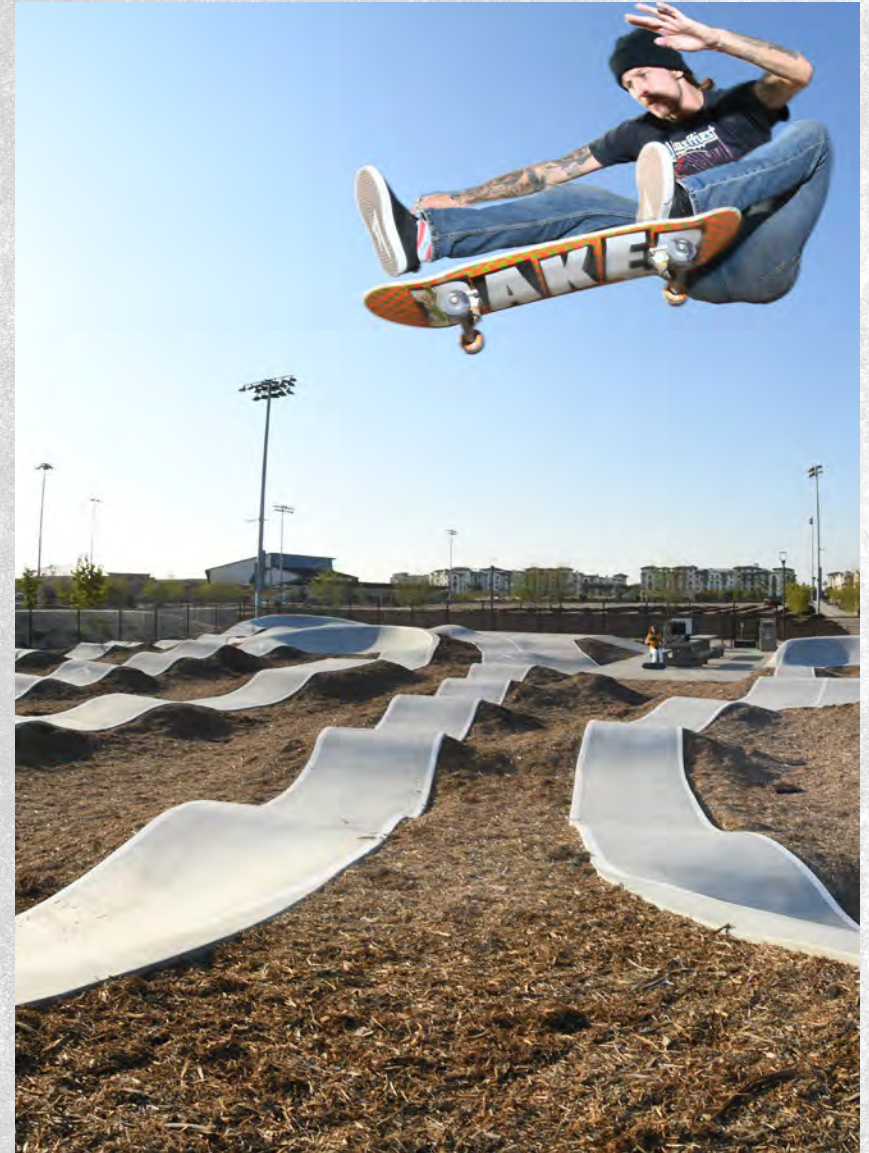


HAMMOND, INDIANA HESSVILLE PARK SKATEPARK





SAN DIEGO, CALIFORNIA PHR SKATEPARK & PUMP TRACK





NORFOLK, NEBRASKA MIRACLE SKATEPARK





NIAGARA FALLS, NEW YORK HYDE PARK SKATEPARK





# REFERENCES





## ERNEST MCBRIDE SKATEPARK - LONG BEACH, CA

"It's an excellent street-plaza design, with just enough transitions to make it well-rounded.

## SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW

It has something for all skill levels, and is exactly the type of project, area, and advocacy that we want to get involved with. It should be an example for other communities to follow."

- Tony Hawk, Professional Skateboarder
- 

## DEW TOUR BOWL - OCEAN CITY, MD

"In addition to being a pro skater for over 20 years, I am the creative director for the Dew Tour. The Dew Tour needed a professional class competition bowl that would showcase the best of modern vert and transition skateboarding.

## ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT

The team at Spohn Ranch was able to take my ideas and deliver a finished product that was not only the world's first portable bowl, but one of the best pieces of skateable terrain ever built."

- Chris Miller, Professional Skateboarder



## WASHINGTON PARK SKATEPARK - ALAMAGORDO, NM

“From the initial group meeting with the local skaters, through conceptual/final design and construction, Spohn Ranch brought their “A” game.

## KNOWLEDGE AND EXPERIENCE IN THE DESIGN AND CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS

Spohn Ranch’s knowledge and experience in the design and construction of skateparks is beyond words. I do not hesitate in recommending Spohn Ranch to design and construct your skatepark. Spohn Ranch’s attitude and passion in skateparks is so contagious that it makes everyone love the sport of skateboarding.”

- Edward Balderrama, Project Manager

## NIKE PARK SKATEPARK - ISLE OF WIGHT, VA

“When you are replacing a wood ramp skatepark built in the late 90’s over top of a Cold War era Nike Ajax Missile Magazine on a limited budget, I cannot imagine having a better partner than Spohn Ranch. Your team at Spohn were the ultimate professionals – easy to work with, committed to delivering an excellent product, patient and extremely responsive.

## CANNOT IMAGINE HAVING A BETTER PARTNER THAN SPOHN RANCH

We selected Spohn Ranch for our project after hearing from our group of children and adult skaters that all of their favorite skateparks were designed and built by Spohn. Staff and riders were not disappointed. Thank you for transforming our old wood ramp park into a skating mecca for our area.”

- Mark Furlo, Director of Parks and Recreation



## MILESTONE PARK SKATEPARK - SANDWICH, IL

"We recently completed the construction of our skatepark and the quality of work displayed by your company was outstanding. You showed a high degree of integrity, responsibility, professionalism and ambition. Your judgment resulted in a design that is not only logical and practical, but so unique that has left our "kids" speechless.

## A STAPLE IN THE PARK & RECREATION FIELD FOR QUITE SOME TIME

Spohn Ranch has been a staple in the Park and Recreation field for quite some time, you continue to exceed expectations and your products/services would be an asset to any organization so I am pleased to give you my wholehearted endorsement."

- Sue Swithin, Director of Parks and Recreation

## LATHROP SKATEPARK - LATHROP, CA

"I want to say a BIG "THANK-YOU" to you and all at Spohn Ranch, Inc. who helped to build the Lathrop Skatepark. We have been open for over a week now and everyone, skaters, parents, neighbors, City Council members, community members and recreation staff from other cities say we have one of the "sickest" parks in the Central Valley!

## WITH GREAT PRIDE, I GET TO RESPOND "SPOHN RANCH BUILT OUR PARK!"

The craftsmanship is excellent and almost everyone asks' "who built this park?" Luckily, and with great pride, I get to respond, "Spohn Ranch built our park!" Skaters give me knowing nods of appreciation whenever I say that, rolling away from me knowing that the premiere skatepark building company on Planet Earth built the Lathrop Skatepark."

- Gabriel Goulart, Recreation Supervisor



## EVERETT PARK SKATEPARK - NEWARK, OH

"It is with much enthusiasm that I recommend Spohn Ranch Skateparks for both design and build to anyone considering such a project. The Thomas J. Evans Foundation partnered with the City of Newark, Ohio, to bring a skatepark to our community. Our skatepark officially opened in August and we couldn't be more proud to have partnered with Spohn Ranch.

## THIS PARK IS A SUCCESS BECAUSE WE STARTED WITH THE RIGHT COMPANY

We are confident when we say that this park is a success because we started with the right design and build company! We are truly grateful to Spohn Ranch for their knowledge, professionalism, passion and expertise in skateparks."

- Jennifer Roberts, Administrative Director

## PLANZ PARK SKATEPARK - BAKERSFIELD, CA

"The entire team - from the designers to the on-site builders, were great to work with from start to finish. The on-site crew was professional, courteous to other staff members and informative to the public during the process. I was also impressed that the on-site crew members were also skateboarders, so they had a personal interest in the fine details.

## IMPRESSED THAT THE ON-SITE CREW MEMBERS WERE ALSO SKATEBOARDERS

The proof of a great product is the user's ability to enjoy it for long periods of time, which exceeded expectations. Great company, great results and I would recommend Spohn Ranch to other communities interested in a quality skatepark, using the design-build process."

- Dianne Hoover, Recreation and Parks Director



# WE SOLVED THEIR RIDDLE. WE CAN SOLVE YOURS TOO.

## HOLLADAY SKATEPARK - HOLLADAY, UTAH

OWNER: CITY OF HOLLADAY

CONTACT: HOLLY SMITH

801-272-9450 HSMITH@CITYOFHOLLADAY.COM

## UNITY PARK SKATEPARK - IVINS, UTAH

OWNER: IVINS CITY

CONTACT: BENNY SORENSEN

435-634-7719 BSORENSEN@IVINS.COM

## POINTE MEADOW PARK SKATEPARK - LEHI, UTAH

OWNER: LEHI CITY

CONTACT: STEVE MARCHBANKS

385-201-1070 SMARCHBANKS@LEHI-UT.GOV

## SMITH RANCH PARK SKATEPARK - EAGLE MOUNTAIN, UTAH

OWNER: EAGLE MOUNTAIN CITY

CONTACT: BRAD HICKMAN

801-789-6664 BHICKMAN@EMCITY.ORG

## WASHINGTON PARK SKATEPARK - BOUNTIFUL, UTAH

OWNER: BOUNTIFUL CITY

CONTACT: LLOYD CHENEY

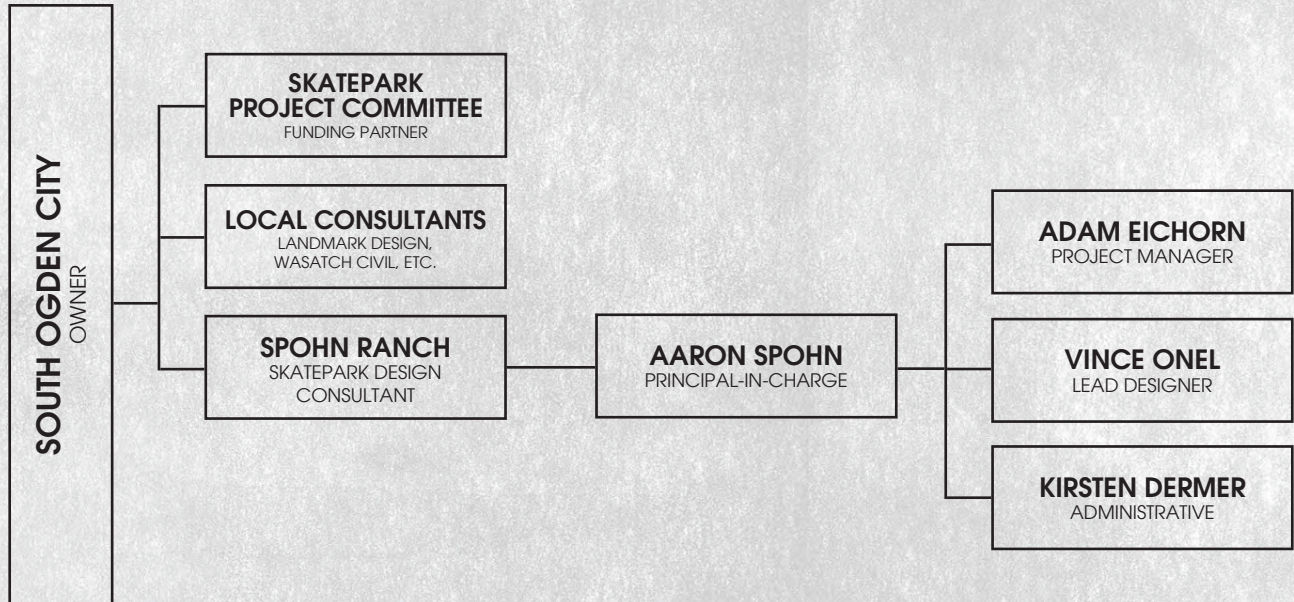
801-298-6125 LLOYD@BOUNTIFUL.GOV



# PROJECT TEAM







# YOU'RE IN GOOD HANDS.

THERE ISN'T A BUILDING REQUIREMENT OR SITE CONSTRAINT  
OUR TEAM OF SPECIALIZED EXPERTS HASN'T SEEN.  
AND SOLVED.

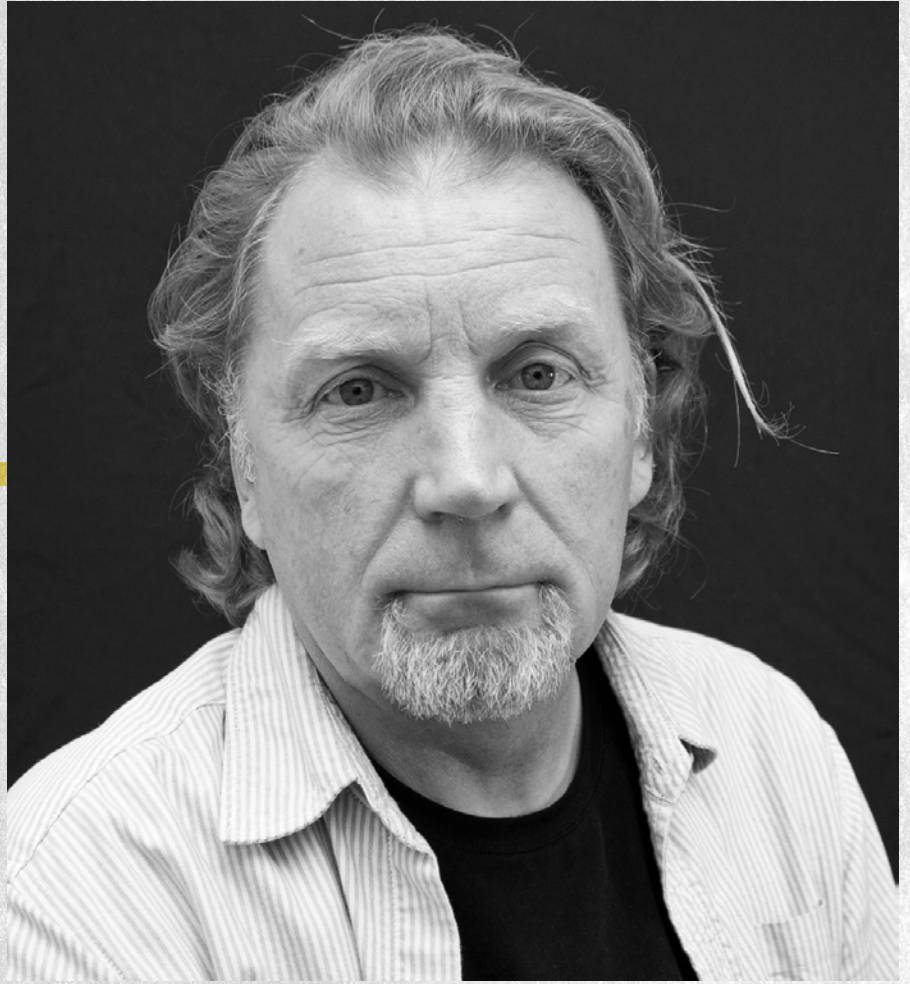


# AARON SPOHN

FOUNDER & PRESIDENT

## SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD  
CARPENTRY | CONCRETE  
COMMUNITY ENGAGEMENT  
MASTER-PLANNING | ASTM  
SKATEPARK OPERATIONS  
GOVERNMENT CONTRACTING  
PROJECT MANAGEMENT



### PROJECT ROLE:

Principal-in-Charge

### EDUCATION:

School of Hard Knocks

### EXPERIENCE:

40+ years skateboarding  
25+ years in skatepark industry

### ACCREDITATIONS:

National Recreation & Park Association  
California Park & Recreation Society

## BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.



# ADAM EICHORN

DEVELOPMENT ASSOCIATE

## SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD  
LANDSCAPE ARCHITECTURE  
SITE ANALYSIS | CONCRETE  
GRADING & DRAINAGE | STEEL  
COST ESTIMATING | SCHEDULING  
GOVERNMENT CONTRACTING  
PROJECT MANAGEMENT



**PROJECT ROLE:**  
Project Manager

**EDUCATION:**  
School of Hard Knocks

**EXPERIENCE:**  
30+ years skateboarding  
3+ years in skatepark industry

**AFFILIATIONS:**  
National Recreation & Park Association  
Old Dude Skater Crew (ODSC)

## BACKGROUND:

A Northern California native, Adam discovered skateboarding in the mid '80s and hasn't lost the fire since. In the early '00s, Adam moved to the suburbs of Chicago to pursue a career in kitchen/bath construction, acting as project manager and AutoCAD detailer for highrises across the Chicagoland area. In his free time, the self-proclaimed "skatepark nerd" and his children traveled across the Midwest in search of skateboarding terrain. Through these adventures, Adam connected with Spohn Ranch and officially joined the family in 2019 as a Development Associate – a true intersection of passion and profession. Today, Adam remains headquartered in Illinois, leaning on his construction expertise and love for skateboarding to skillfully guide Spohn Ranch's projects through the development process.

## HIGHLIGHTED PROJECT LIST:

- Washington Park Skatepark - Bountiful, Utah
- Belmont Skatepark - Belmont, North Carolina
- Gates of St. John Skatepark - St. John, Indiana
- Boyd Park Skatepark - Eau Claire, Wisconsin
- Ed Day Memorial Skatepark - Gibson City, Illinois
- Centennial Park Skatepark - Naperville, Illinois



# VINCE ONEL

PRINCIPAL + DESIGN DIRECTOR

## SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD  
SKATEPARK CONSTRUCTION  
LANDSCAPE ARCHITECTURE  
SCULPTURAL ART | CIVIL 3D  
SITE ANALYSIS | CONCRETE  
GRADING & DRAINAGE | STEEL  
MASTER-PLANNING



### PROJECT ROLE:

Lead Designer

### EDUCATION:

Bachelor of Science,  
University of Southern California

### EXPERIENCE:

25+ years skateboarding  
14+ years in skatepark industry

### ACCREDITATIONS:

LEED Green Associate  
World of Concrete (Concrete Fundamentals)

## BACKGROUND:

Vince grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on not only innovative design, but also steadfast schedule and budget.

## HIGHLIGHTED PROJECT LIST:

- Pointe Meadow Park Skatepark - Lehi, Utah
- Unity Park Skatepark - Ivins, Utah
- Washington Park Skatepark - Bountiful, Utah
- Holladay Skatepark - Holladay, Utah
- Provo Skate Plaza - Provo, Utah
- Smith Ranch Park Skatepark - Eagle Mountain, Utah



# KIRSTEN DERMER

CEO & CFO

## SKILLS + EXPERTISE

GOVERNMENT CONTRACTING  
INTERSTATE COMMERCE  
INSURANCE | BONDING  
CERTIFIED PAYROLL | INVOICING  
LICENSURE | HUMAN RESOURCES  
SKATEPARK OPERATIONS  
EVENT PRODUCTION | PERMITTING



### PROJECT ROLE:

Administrative

### EDUCATION:

Bachelor of Science,  
University of California Los Angeles

### EXPERIENCE:

20+ years in  
skatepark industry

### AFFILIATIONS:

Entrepreneurs Organization  
(Los Angeles Chapter)

## BACKGROUND:

Kirsten is Los Angeles born and raised. While attending Venice High in the early '90s she and her brother Mark befriended their new neighbor Aaron Spohn, joining him in his relentless pursuit of skating and building ramps at his house. It wasn't long before that house transformed into a community dubbed "Spohn Ranch". And with innate ambition and drive, it wasn't long before Kirsten transformed from one of Aaron's first employees into the CEO that would help Spohn Ranch evolve from a small family business into an award-winning, nationwide design-build firm. A counterweight to Aaron's free-spirit, Kirsten steered the ship through good times and bad, always keeping the company on course for success. Kirsten is truly the glue that holds the company together.

Intimately involved in the wheel sports industry for 20+ years, the breadth of Kirsten's experience is vast. In addition to earning a bachelor's degree in environmental science from UCLA, she has developed expertise in every facet of skatepark design, construction and operations – with a focus on executing all financial, legal and administrative matters. This ensures our designers and builders are freed up to do what they do best.



# PROJECT APPROACH







# WE WILL HIT THE GROUND RUNNING.

WE HAVE VISITED THE 40TH STREET PARK PROJECT SITE. WE KNOW THE PROJECT BACKSTORY, THE CHALLENGES AND THE GOALS AND WON'T NEED TO WASTE ANY TIME PLAYING CATCH-UP.

**WE'RE READY TO ROLL.**



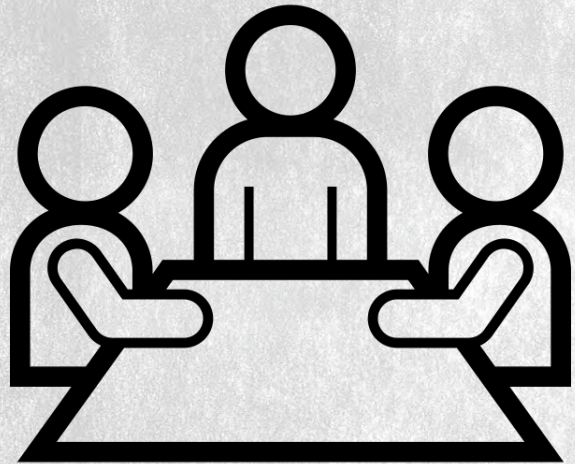


**TASK 1.1 PROJECT KICK-OFF MEETING**

Spohn Ranch and the City will kick-off the project via an in-person meeting. We will review the project goals, schedule and points of coordination. We will compile and distribute a contact sheet with contact information for all personnel who will be involved with the project.

Task 1.1 Deliverable:

- Contact Sheet (PDF)
- Meeting Minutes (PDF)

**TASK 1.2 SITE WALKTHROUGH**

Spohn Ranch will lead a site walkthrough with the City to review existing conditions, photograph the site and discuss opportunities and constraints.

Task 1.2 Deliverable:

- Walkthrough Minutes (PDF)

**TASK 1.3 INFORMATION GATHERING & REVIEW**

During the Project Kick-Off Meeting, Spohn Ranch and the City will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and commission additional studies as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- Geotechnical report
- As-built drawings
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements





**TASK 1.4 PUBLIC INPUT SURVEY**

Spohn Ranch will create an online survey to collect design input from the community.

Task 1.4 Deliverable:

- Survey Flyer with QR Code (JPEG)
- Online Survey (URL)

**TASK 1.5 PUBLIC INPUT MEETING #1**

Spohn Ranch will lead an in-person meeting to give a "Skateparks 101" presentation and collect design input from the community.

Task 1.5 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

**TASK 1.6 75% DESIGN DEVELOPMENT**

Incorporating feedback from the Public Input Survey and Public Input Meeting #1, Spohn Ranch will prepare two (2) alternate conceptual designs. Conceptual designs will address footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

Task 1.6 Deliverable:

- 3D Renderings (JPEG)
- Labeled & Scaled Site Plans (PDF)
- Construction Cost Estimates (PDF)
- 2D Bases (AutoCAD)



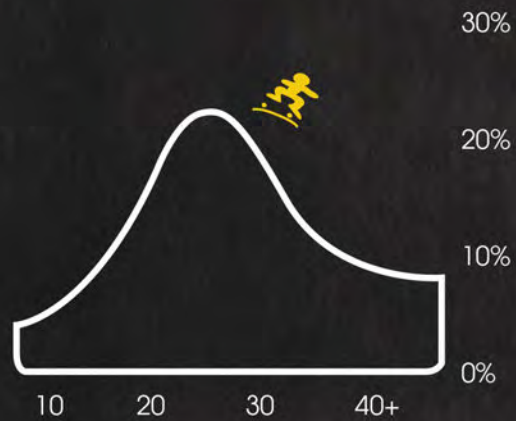


SMART SKATEPARK DESIGN IS DEMOCRATIC. THE RATIO OF STREET TO TRANSITION-STYLE TERRAIN AND THE SPECTRUM OF SKILL LEVELS SHOULD COMPLEMENT THE UNIQUE MAKE-UP OF EACH COMMUNITY.

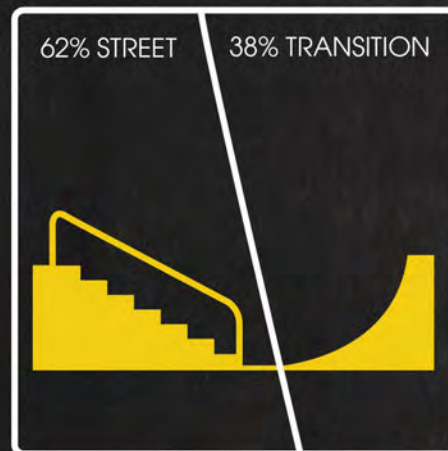
TYPE OF WHEELS



RIDER AGE



SKILL LEVEL



TERRAIN RATIO



**TASK 1.7 PUBLIC INPUT MEETING #2**

Spohn Ranch will lead an in-person public meeting to present the alternate conceptual designs and solicit final community feedback.

Task 1.7 Deliverable:

- Meeting Flyer (JPEG)
- Meeting Minutes (PDF)

**TASK 1.8 100% DESIGN DEVELOPMENT**

Incorporating feedback from Public Input Meeting #2, Spohn Ranch will refine the preferred conceptual design.

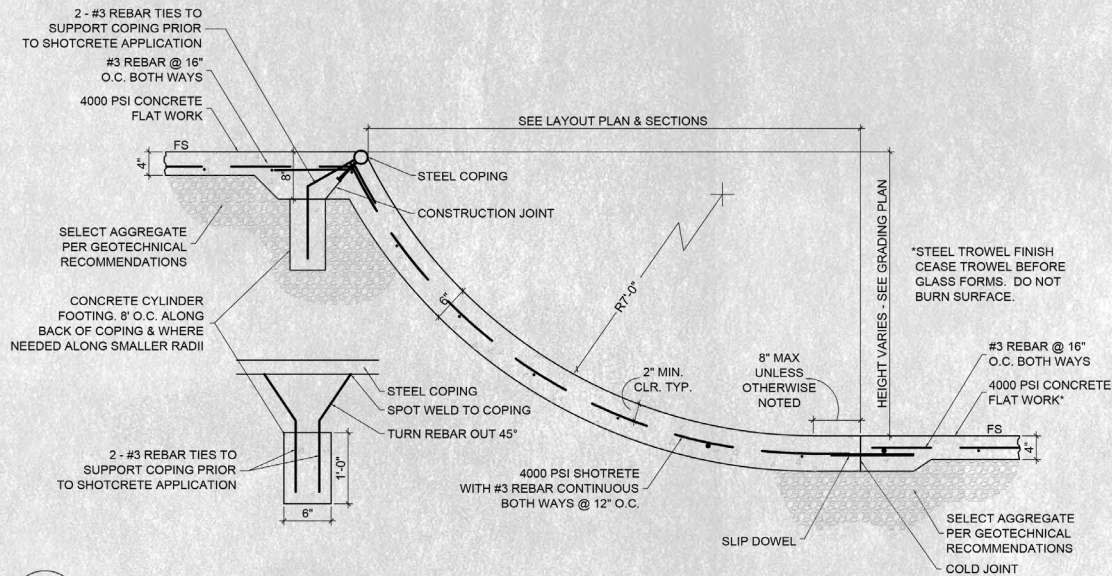
Task 1.8 Deliverable:

- 3D Renderings (JPEG)
- Labeled & Scaled Site Plan (PDF)
- Construction Cost Estimate (PDF)
- 2D Base (AutoCAD)



**NOT JUST GREY BLOBS OF CONCRETE.  
COLORFUL. ARCHITECTURAL.  
WORKS OF ART.**





## 20 TYPICAL TRANSITION

### TASK 2.1 90% CONSTRUCTION DOCUMENTS

Upon reviewing 100% Design Development with the City, Spohn Ranch will prepare a 90% Construction Documents submittal detailing the site improvements.

Task 2.1 Deliverable:

- 90% Construction Documents (PDF, AutoCAD & Hard Copy)
- Site Plan
- Information Plan
- 3D Perspective
- Grading & Drainage Plan
- Steel Plan
- Color Plan
- Layout Plan
- Jointing Plan
- Sections
- Details
- Specifications (CSI MasterFormat)
- Construction Cost Estimate

### TASK 2.2 90% CD REVIEW MEETING

The City will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the City to review the redline comments and identify actions necessary to address the comments.

Task 2.2 Deliverable:

- Meeting Minutes (PDF)

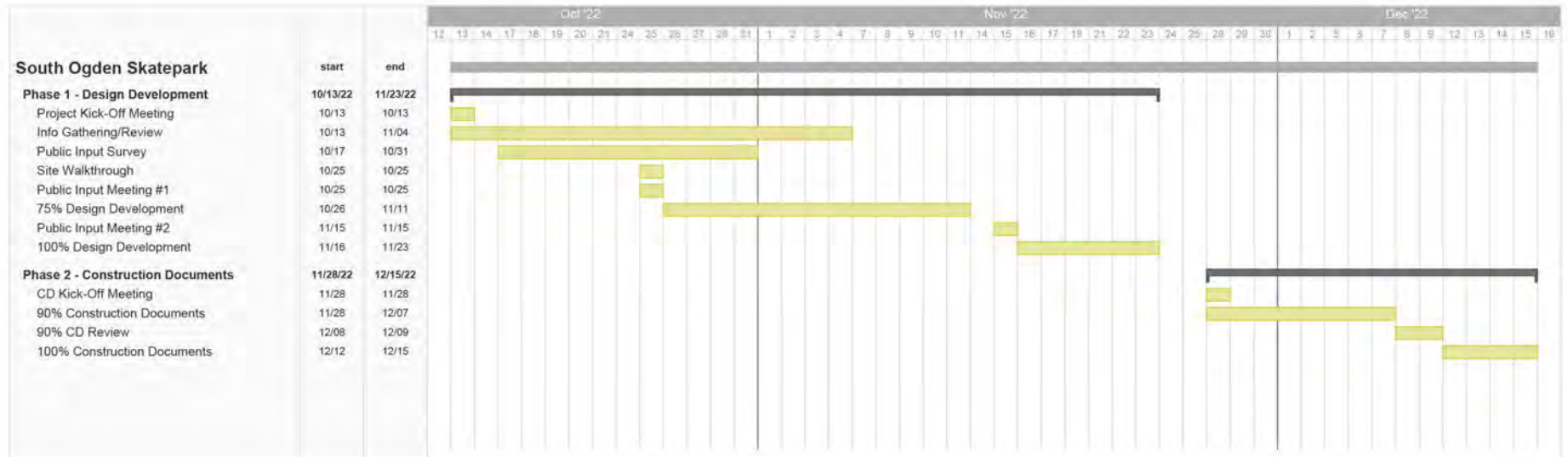
### TASK 2.3 100% CONSTRUCTION DOCUMENTS

Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal.

Task 2.3 Deliverable:

- 100% Construction Documents (PDF, AutoCAD & Hard Copy)
- Construction Cost Estimate (PDF)







# INSURANCE







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>Athos Insurance Services, LLC</b> <b>P.O. Box 61102</b> <b>Pasadena, CA 91116</b> <b>Lic: 0H94681</b>	<b>CONTACT NAME:</b> Katherine Wong	
	<b>PHONE (A/C, No, Ext):</b> 626-716-9800	<b>FAX (A/C, No):</b> 626-701-5047
	<b>E-MAIL ADDRESS:</b> service@athosinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great American E&S Insurance Co.	<b>NAIC #</b> 37532
	<b>INSURER B:</b> Lloyds of London	
<b>INSURED</b>  <b>Spohn Ranch, Inc.</b> <b>6824 S. Centinela Ave.</b> <b>Los Angeles, CA 90230</b>	<b>INSURER C:</b> Atlantic Specialty Insurance Co	<b>27154</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	PLE744167-01	7/22/2022 12:01am	7/22/2023 12:01am	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY \$1,000,000
							EACH OCCURRENCE \$1,000,000
							FIRE DAMAGE (Any one fire) \$500,000
							MED EXP (Any one person) \$20,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	Y	Y	PLE744167-01	7/22/2022 12:01am	7/22/2023 12:01am	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTO						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	XSE744168-01	7/22/2022 12:01am	7/22/2023 12:01am	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						DEDUCTIBLE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine & Prop			710034749-0008	8/8/2022 12:01am	8/8/2023 12:01am	Rented/Leased Equipment: \$100,000 Deductible: \$1,000
B	Errors & Omissions			EO000056877-01	4/23/2022 12:01am	4/23/2023 12:01am	E&O Limits: \$2mil per Claim \$4mil Aggregate Deductible: \$5,000 per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE

## CERTIFICATE HOLDER

Spohn Ranch, Inc.  
6824 S. Centinela Ave.  
Los Angeles, CA 90230

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# FEE PROPOSAL







## PROPOSAL FOR DESIGN SERVICES

SOUTH OGDEN SKATEPARK

SOUTH OGDEN CITY | SOUTH OGDEN, UTAH

SEPTEMBER 27, 2022



# EXHIBIT A – SCOPE OF WORK

## PROJECT DESCRIPTION

South Ogden City (Client) seeks professional design services for the development of an approximately 15,000 square foot concrete skatepark at 40<sup>th</sup> Street Park in South Ogden, Utah.

## PHASE 1 – DESIGN DEVELOPMENT

**Task 1.1 Project Kick-Off Meeting** – Spohn Ranch and the Client will kick-off the project via an in-person or virtual meeting. We will review the project goals, project schedule and points of coordination.

- Task 1.1 Deliverable
  - Meeting Minutes (PDF)

**Task 1.2 Information Gathering & Review** – During the Project Kick-Off Meeting, Spohn Ranch and the Client will take stock of existing site data, studies and any other information pertinent to the project and project site. We will review existing information and work with the Client to collect additional information as necessary. The site information typically required to begin design work is as follows:

- Site survey (AutoCAD)
- As-built drawings
- Geotechnical report
- Any master plan design work or future improvements planned for the site
- Any local, state or federal design requirements

**Task 1.3 Site Walkthrough** – Spohn Ranch and the Client will conduct a site walkthrough to review existing conditions, photograph the site and discuss opportunities and constraints.

- Task 1.3 Deliverable
  - Walkthrough Minutes (PDF)

**Task 1.4 Public Input Survey** – Spohn Ranch will create an online survey to collect design input from the community.

- Task 1.4 Deliverable
  - Survey Flyer with QR Code (JPEG)
  - Online Survey (URL)

**Task 1.5 Public Input Meeting #1** – Spohn Ranch will lead a public meeting to collect design input from the community.

- Task 1.5 Deliverable
  - Meeting Flyer (JPEG)
  - Meeting Minutes (PDF)

**Task 1.6 75% Design Development** – Incorporating feedback from the Public Input Survey and Public Input Meeting #1, Spohn Ranch will prepare two (2) alternate conceptual designs. Conceptual designs will address



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E INFO@SPOHNRANCH  
6824 S CENTINELA AVE.  
LOS ANGELES, CA 90230

**LET'S ROLL.**

footprint, access, circulation, spacing, elevations and terrain sections, but not detail the specific dimensions of every obstacle.

- Task 1.6 Deliverable
  - 3D Renderings (JPEG)
  - Labeled & Scaled 2D Site Plans (PDF)
  - Construction Cost Estimates (PDF)
  - 2D Bases (AutoCAD)

**Task 1.7 Public Input Meeting #2** – Spohn Ranch will lead a public meeting to present 75% Design Development and solicit feedback.

- Task 1.7 Deliverable
  - Meeting Flyer (JPEG)
  - Meeting Minutes (PDF)

**Task 1.8 100% Design Development** – Incorporating feedback from Public Input Meeting #2, Spohn Ranch will refine the preferred conceptual design to a 100% Design Development level.

- Task 1.8 Deliverable
  - 3D Renderings (JPEG)
  - Labeled & Scaled 2D Site Plan (PDF)
  - Construction Cost Estimate (PDF)
  - 2D Base (AutoCAD)

## **PHASE 2 – CONSTRUCTION DOCUMENTS**

**Task 2.1 Construction Documents Kick-Off Meeting** – Spohn Ranch will lead a virtual meeting with the Client to review 100% Design Development, special requirements and points of coordination.

- Task 2.1 Deliverable
  - Meeting Minutes (PDF)

**Task 2.2 90% Construction Documents** – Spohn Ranch will prepare professional construction documents detailing the site improvements.

- Task 2.2 Deliverable (PDF & AutoCAD)
  - Site Plan
  - Information Plan
  - 3D Perspective
  - Layout Plan
  - Steel Plan
  - Color Plan
  - Jointing Plan
  - Grading & Drainage Plan
  - Sections
  - Construction Details



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- Technical Specifications
- Construction Cost Estimate

**Task 2.3 90% Construction Documents Review Meeting** – The Client will review the 90% Construction Documents submittal and prepare redline comments. Spohn Ranch will lead a virtual meeting with the Client to review the redline comments and identify actions necessary to address the comments.

- Task 2.3 Deliverable
  - Meeting Minutes (PDF)

**Task 2.4 100% Construction Documents** – Spohn Ranch will incorporate feedback from the 90% Construction Documents Review Meeting and prepare a 100% Construction Documents submittal.

- Task 2.4 Deliverable
  - 100% Construction Documents (PDF & AutoCAD)
  - Construction Cost Estimate



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## EXHIBIT B – PROJECT FEES

Fees for services described in Exhibit A shall be incurred and paid pursuant to the following schedule:

### PHASE 1 – DESIGN DEVELOPMENT

<b>TASK:</b>	<b>FEE:</b>
PUBLIC INPUT MEETINGS (2 @ \$2,000.00/MEETING)	\$4,000.00
DRAFTING, 3D MODELING & RENDERING	\$12,000.00
COST ESTIMATING	\$750.00
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	\$1,500.00
<b>TOTAL FEES:</b>	<b>\$18,250.00</b>

### PHASE 2 – CONSTRUCTION DOCUMENTS

<b>TASK:</b>	<b>FEE:</b>
DRAFTING	\$9,000.00
TECHNICAL SPECIFICATIONS	\$900.00
COST ESTIMATING	\$600.00
MISCELLANEOUS PROJECT MANAGEMENT & COORDINATION	\$1,500.00
<b>TOTAL FEES:</b>	<b>\$12,000.00</b>

- Reimbursable expenses (travel, printing, etc.) are included in the above fees
- Fees do not include any work not expressly described in Exhibit A
- Fees assume Spohn's standard terms and conditions incorporated into subsequent agreement



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## EXHIBIT C – HOURLY BILLING RATES

The charge for all time required for the performance of the Scope of Work, including office, field and travel time, will be billed at the hourly rate according to the labor classifications set forth below:

LABOR CLASSIFICATION:	HOURLY RATE:
PRINCIPAL	\$200.00
SKATEPARK DESIGNER	\$150.00
PROJECT MANAGER	\$150.00
DRAFTER	\$100.00
ESTIMATOR	\$75.00
CIVIL ENGINEER	\$200.00
STRUCTURAL ENGINEER	\$200.00
RENDERING ARTIST	\$100.00
ADMINISTRATIVE	\$65.00

- Reimbursable expenses (travel, printing, etc.) are billed at cost plus a 10% administrative fee



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SOUTH OGDEN CITY CORPORATION  
CONTRACTOR INFORMATION SHEET

Business name: Spohn Ranch, Inc. Year Est. 1992

Owner or Parent Company: \_\_\_\_\_

Business address: 6824 S Centinela Ave. Los Angeles, CA 90230

Business Tel.: 626-330-5803 Mobile Tel.: 818-612-7711 Federal I.D. #  
95-4670208

\_\_\_\_\_ If you do not have a federal I.D. #, please list  
your Social Security Number:

BID FORM

NAME OF BIDDER Spohn Ranch, Inc. DATE 9/20/22

The Project is defined in the Scope of Work and

The undersigned, in compliance with the Request for Bid, and having examined the information and  
specification provided, do hereby propose:

Thirty thousand, two hundred and fifty Dollars  
\$ 30,250.00

This bid shall remain in effect for 60 days after bid-opening.

For all the work shown on drawings and specification, I/we agree to perform for the total sum stated above and  
include 100% Performance Bond, and Material & Payment Bond and other required Insurances.

Respectfully submitted,  
Spohn Ranch, Inc. Name of Bidder

6824 S Centinela Ave. Los Angeles, CA 90230 Address

Aaron Spohn Authorized Signature

TO THE MAYOR OF SOUTH OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work  
is to be done, has carefully examined the specifications and other contract documents, and has examined the  
locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide  
and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and  
transportation services necessary to perform and complete, in a workmanlike manner, all the work required in  
connection with the plans and specifications and other contract documents, at the following bid prices for the  
several bid items of work named.

Receipt of the following addenda is hereby acknowledged:

Spohn Ranch, Inc. Name of Bidder

Aaron Spohn Authorized Signature

Date: 9/20/22



**Resolution No. 22-44**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN  
AGREEMENT WITH SPOHN RANCH INC. FOR CREATION OF A  
SKATE PARK DESIGN AND CONSTRUCTION DOCUMENTS, AND  
PROVIDING THAT THIS RESOLUTION SHALL BECOME  
EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council has created Strategic Initiative 3.1- "Increase resident satisfaction rating of City parks by 10 percent" as part of the 2022 Strategic Plan; and,

**WHEREAS**, the City Council finds that in order to meet the objective of Strategic Initiative 3.1 a skate park plan for 40<sup>th</sup> Street Park should be created; and,

**WHEREAS**, the City Council finds that Spohn Ranch Inc. has the professional ability to provide a skate park plan; and,

**WHEREAS**, the City Council finds that the City now desires to further those ends by approving an Agreement with Spohn Ranch Inc. for creation of a plan for the 40<sup>th</sup> Street Park Skate Park; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF SOUTH OGDEN AS FOLLOWS:**

**SECTION 2 - CONTRACT AUTHORIZED**

That The "**Agreement**" For The Creation of 40<sup>th</sup> Street Skate Park, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest,

Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

### **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 1<sup>st</sup> day of November, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder



## **ATTACHMENT "A"**

### **Resolution No. 22-44**

Resolution Of South Ogden City Approving An Agreement With Spohn Ranch Inc. For Creation Of A Skate Park Design and Construction Documents, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Nov 22

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER)

And Spohn Ranch, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

### DESCRIPTION OF WORK:

Spohn Ranch Inc, will provide South Ogden City with the design of a skate park along with all supporting construction documents for the 40<sup>th</sup> Street Park. Spohn Ranch will provide the design and construction documents as described in the proposal provided with this contract.

## ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### South Ogden Skate Park

## ARTICLE 3- CONTRACT TIMES

3.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **120** working days following Notice to Proceed.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

## ARTICLE 4- CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:



For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

#### UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
	40 <sup>th</sup> St Skate Park - Design Development			\$18,250.00	\$18,250.00
	<u>Construction Documents</u>			<u>\$12,000.00</u>	<u>\$12,000.00</u>
	Total				\$30,250.00

TOTAL OF ALL UNIT PRICES **Thirty Thousand two hundred fifty dollars and no cents**

#### **ARTICLE 5- PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may determine or OWNER may withhold, in accordance with the following:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by the OWNER, and if the character and progress of the Work have been satisfactory, OWNER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed.

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

## **ARTICLE 6- INTEREST**

6.01 All moneys not paid when due shall bear interest at the rate of     1%     per annum.

## **ARTICLE 7- CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at, or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



## ARTICLE 8- CONTRACT DOCUMENTS

### 8.01 *Contents:*

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Written Amendments;
    - Work Change Directives;
    - Change Order(s).
- B. The documents listed in paragraph 8.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

## ARTICLE 9- MISCELLANEOUS

9.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

SOUTH OGDEN CITY CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



# STAFF REPORT



**SUBJECT:** Ogden Regional Medical Center  
**AUTHOR:** Cameron West  
**DEPARTMENT:** Fire  
**DATE:** November 1, 2022

---

## RECOMMENDATION

City staff is recommending the Mayor and City Council approve the agreement with Ogden Regional Medical Center for training in their various departments.

## BACKGROUND

South Ogden has been in conversations with Ogden Regional Medical Center to use its facilities to help with our continued medical education. It is important to always increase our medical skills and provide our community with the most up-to-date procedures.

## ANALYSIS

South Ogden Fire personnel will be able to increase their patient skills in a controlled environment. These training opportunities will allow our personnel to see how the hospital continues the care of a patient that is transported by ambulance. South Ogden personnel will be able to train on various procedures that are rare in the field like the intubation of a patient.

## SIGNIFICANT IMPACTS

Our personnel will increase their medical training while learning from those providing a higher level of care. While doing this, our personnel will also gain a better working relationship with those working at the facility.

## ATTACHMENTS

None

**Resolution No. 22-45**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN  
AGREEMENT WITH OGDEN REGIONAL HOSPITAL AND  
PLEASANT VIEW FREE STANDING ER FOR TRAINING OF NON-  
PHYSICIAN CLINICAL PROFESSIONALS, AND PROVIDING THAT  
THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY  
UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council desires that employees receive ongoing training in order to more fully serve the residents of South Ogden City; and,

**WHEREAS**, the City Council finds that Ogden Regional Medical Center and Pleasant View Free Standing ER have offered to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting to South Ogden's paramedics and emergency medical technicians (non-physician clinical professionals; and,

**WHEREAS**, the City Council finds that in order to provide the training, Ogden Regional Medical Center and Pleasant View Free Standing ER desire that the terms of the training and use of their facilities be set out in writing; and,

**WHEREAS**, the City Council finds that the terms as set out in the attached agreement are acceptable and the agreement will further the ends of providing training for South Ogden City employees; and,

**WHEREAS**, the City Council finds that the increase in the safety and well-being of South Ogden City residents requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY  
OF SOUTH OGDEN AS FOLLOWS:**

**SECTION 2 - CONTRACT AUTHORIZED**

That The "Affiliation Agreement for Non-Physician Clinical Professionals",



Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

### **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 1<sup>st</sup> day of November, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 1<sup>st</sup> day of November, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-45**

Resolution Of South Ogden City Approving An Agreement With Ogden Regional Hospital And Pleasant View Free Standing ER For Training Of Non-Physician Clinical Professionals, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Nov 22



## **AFFILIATION AGREEMENT FOR NON- PHYSICIAN CLINICAL PROFESSIONALS**

**THIS AFFILIATION AGREEMENT FOR NON-PHYSICIAN CLINICAL PROFESSIONALS** (this "Agreement") is made as of November 1, 2022 (the "Effective Date") by and between South Ogden Fire Department ("EMS Agency) and Ogden Regional Medical Center and Pleasant View Free Standing ER ("Hospital"). EMS Agency and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

### **WITNESSETH:**

**WHEREAS**, EMS Agency offers to its paramedics and emergency medical technicians ("Non-Physician Clinical Professionals") opportunities for outreach clinical training (the "Training Program");

**WHEREAS**, EMS Agency desires to provide the Training Program to its Non-Physician Clinical Professionals a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

**WHEREAS**, Hospital will make the Ogden Regional Medical Center and Pleasant View Free Standing ER available to EMS Agency for such clinical learning experience, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

#### **1. RESPONSIBILITIES OF EMS AGENCY.**

- (a) **Clinical Program**. EMS Agency will develop, implement, and operate the clinical learning experience component of the Training Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). EMS Agency may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, EMS Agency will:
  - (i) ensure the adequacy of Training Program resources, including up-to-date reference materials, and the academic preparation of participants enrolled in the Training Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those Training Program participants who have demonstrated the ability to successfully participate in the Clinical Program (each a "Clinical Program Participant," as defined in Subsection 1(b)(ii) below);
  - (ii) provide training and orientation and document the provision of such training and orientation for each Clinical Program Participant with respect to applicable Hospital policies and procedures;
  - (iii) provide training for Hospital's representatives who will support the Clinical Program

regarding Clinical Program features and expectations, and Clinical Program Participant evaluations, as requested by Hospital from time to time;

- (iv) identify to Hospital each Clinical Program Participant who will participate in training as soon as that information is reasonably available to EMS Agency ;
- (v) ensure that Clinical Program Participants comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) ensure that Clinical Program Participants treat Hospital patients, staff, and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Clinical Program Participant throughout each Rotation and coordinate the same with Hospital;
- (viii) ensure that Clinical Program Participants arrive early for each scheduled rotation, except when a Clinical Program Participant has an approved absence or is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Clinical Program Participants' Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Clinical Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and ensure that Clinical Program Participants participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) EMS Agency will retain ultimate responsibility for the appointment of faculty from the Clinical Program to support the Clinical Program, for educating and supervising Clinical Program Participants and for evaluating Clinical Program Participants' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Clinical Program Participants, Clinical Program faculty and other EMS Agency representatives onsite at the Facility (collectively "Clinical Program Participants") shall be accountable to the Facility's Administrator while onsite at the Facility.
- (iii) EMS Agency will address all Clinical Program Participant complaints, claims, requests, and questions regarding the Clinical Program. If necessary, EMS Agency's Clinical



Program Representative will follow-up with Hospital's Clinical Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EMS Agency acknowledges that compliance by EMS Agency and each Clinical Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Clinical Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** EMS Agency will cause Clinical Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. Clinical Program Participants are responsible to provide or pay for their own meals at the Facility. EMS Agency acknowledges and will regularly inform Clinical Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** EMS Agency will ensure that Program Participants use the Facility solely for the purpose of providing to Clinical Program Participants clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EMS Agency will cause each Clinical Program Participant to timely complete and save in Hospital's systems, as directed by Hospital, accurate records of all services provided by the Clinical Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Clinical Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to EMS Agency a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EMS Agency will provide to Hospital information regarding each Clinical Program Participant, including health examination and immunization records, documentation attesting to the competency of Clinical Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** EMS Agency shall require each Clinical Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each rotation.
- (i) **Liability Insurance.** EMS Agency shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Clinical Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Clinical Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, EMS Agency shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). EMS Agency shall further, at its expense, obtain and maintain for the Term workers' compensation

insurance and unemployment insurance for EMS Agency -employed Clinical Program Participants. EMS Agency shall provide evidence of worker's compensation coverage, which complies with state law, for each Clinical Program Participant providing services at Hospital through the Clinical Program. EMS Agency will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

- (j) **Health of Program Participants.** EMS Agency acknowledges that as between Hospital and EMS Agency, EMS Agency is responsible for arranging for each Clinical Program Participant's medical care and/or treatment, including transportation, in case of illness or injury while participating in the Clinical Program. EMS Agency further acknowledges that Hospital is not and will not be financially responsible for a Clinical Program Participant's medical care or treatment regardless of the Clinical Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Vaccination Status* via form in **Exhibit C** prior to initial rotation, which would attest to the following immunizations.

- i. Negative Tuberculin skin test;
  - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
  - iii. Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
  - iv. Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated; and
  - v. Proof of Tdap immunization.
- (k) **Performance.** All faculty provided by EMS Agency to support the Clinical Program shall be faculty members of the Training Program, duly licensed, certified, or otherwise qualified to support the Clinical Program in the capacity proposed by EMS Agency. EMS Agency and all Clinical Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules, and regulations of Hospital and any non-conflicting rules and regulations of EMS Agency as may be in effect from time to time. Neither EMS Agency nor any Clinical Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- (l) **Background Checks.**

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Satisfactory Background Investigation* in the form attached hereto as **Exhibit C** prior to initial rotation. If



the background check discloses adverse information about a Clinical Program Participant, EMS Agency shall immediately remove the participant from the Clinical Program

- (i) EMS Agency will ensure that each Clinical Program Participant attests prior to initial rotation, a background check acceptable to Hospital, including, at a minimum, the following:
  - A. Social security number verification;
  - B. Criminal search (7 years or up to 5 criminal searches);
  - C. Employment verification to include reason for separation and eligibility for re-employment for each employer for 7 years;
  - D. Sex offender and predator registry search;
  - E. HHS/OIG exclusions database;
  - F. GSA list of parties excluded from federal programs;
  - G. U.S. Treasury, Office of Foreign Assets Control (OFAC), list of specially designated nationals (SDN); and
  - H. Applicable state exclusion list, if available.
- (ii) Background checks for Clinical Program Participants who will be treating patients in the Facility shall also attest to all of the above, and the following:
  - A. Education verification (highest level);
  - B. Professional license verification;
  - C. Certifications and designations check;
  - D. Professional disciplinary action search;
  - E. Department of Motor Vehicle driving history, based on responsibilities; and
  - F. Consumer credit report, based on responsibilities.
- (m) **Documentation**. EMS Agency will maintain all documentation required to evidence compliance by each Clinical Program Participant with the terms and conditions of Subsections 1(g) - (m) of this Agreement during the Term and for at least six (6) years following expiration or termination of this Agreement.
- (n) **Access to Resources**. The EMS Agency shall ensure that its department heads have authority to ensure Clinical Program Participant access to appropriate resources for the Clinical Program Participants' education.

## 2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Clinical Program Participants and reasonably cooperate with EMS Agency's orientation of all Clinical Program Participants to the Facility. Hospital shall provide Clinical Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Clinical Program Participants to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of EMS Agency, Hospital shall assist EMS Agency in the evaluation of each Clinical Program Participant's performance in the Clinical Program. Any such evaluations shall be returned to EMS Agency in a timely manner. However, EMS Agency shall at all times remain solely responsible for the evaluation and education of Clinical Program Participants.
- (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Clinical Program Participant is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Clinical Program Participant, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such participant to the nearest emergency facility.
- (d) Intentionally left blank.
- (e) Upon reasonable request, Hospital will provide proof to EMS Agency that Hospital maintains liability insurance in an amount that is commercially reasonable.
- (f) Hospital will provide written notification to EMS Agency if a claim arises involving a Clinical Program Participant. Both Hospital and EMS Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws, and subject to EMS Agency's required compliance with Utah's Government Records Access and Management Act.
- (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Clinical Program Participant to the role of observer when necessary in Hospital's discretion. Hospital will notify EMS Agency's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EMS Agency, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide



academic accreditation for the Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. EMS Agency will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.

- (i) Intentionally left blank.
- (j) Hospital shall provide security badges or other means of secure access to Facility patient care areas.
- (k) Hospital shall provide Clinical Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Clinical Program Participants' personal items when at the Facility.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of Clinical Program Participants using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EMS Agency's Program Representative shall be a faculty member who will be responsible for Clinical Program Participant teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) EMS Agency will provide qualified and competent Clinical Program faculty in adequate number for the instruction, assessment, and supervision of Program Participants at the Facility.
- (c) Both EMS Agency and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EMS Agency acknowledges, and will inform Clinical Program Participants that Clinical Program Participants are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or EMS Agency. Clinical Program Participants are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Clinical Program Participant's level of training.

- (e) Any courtesy appointments to faculty or staff by either EMS Agency or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both EMS Agency and Hospital will work together to create and maintain an appropriate learning environment for the Clinical Program Participants.
- (g) The EMS Agency, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Clinical Program Participant. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING PARTIES.** Hospital may immediately remove a Clinical Program Participant from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, EMS Agency will immediately remove the Clinical Program Participant from the Clinical Program. It is understood that only EMS Agency can dismiss the Clinical Program Participant from the Clinical Program. EMS Agency may terminate a Clinical Program Participant's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the Clinical Program Participant would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Clinical Program Participants to Hospital patients belong to Hospital. EMS Agency on behalf of itself and each Clinical Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If EMS Agency or any Clinical Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, EMS Agency will and will cause Clinical Program Participants to immediately deliver and endorse over to Hospital all such amounts. EMS Agency will and will cause Clinical Program Participants not to bill Hospital patients for services provided. EMS Agency will and will cause Clinical Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Clinical Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EMS Agency nor any of its agents, representatives, Clinical Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EMS Agency shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Clinical Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Clinical Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority



nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges Clinical Program Participants will not be considered employees or agents of Hospital or EMS Agency for any purpose. Clinical Program Participants will not be entitled to receive any compensation from Hospital or EMS Agency or any benefits of employment from Hospital or EMS Agency, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EMS Agency acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EMS Agency or Clinical Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Clinical Program Participants, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Clinical Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** The Parties agree to be responsible for the acts and omissions of their respective affiliates, officers, employees, and agents, including Program Participants.

9. **CONFIDENTIALITY.** EMS Agency will ensure that Clinical Program Participants keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. EMS Agency shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Clinical Program Participants shall abide by the terms of Exhibit B. EMS Agency advises that it is a governmental entity in the state of Utah and is bound by the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901, and may be required to disclose its records in those cases required by law.

#### 10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for three (3) year unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Training Program Participants participating in the Clinical Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Clinical Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to EMS Agency in the event of a breach of Section 11 of this Agreement.

**11. REPRESENTATIONS AND WARRANTIES.**

- (a) EMS Agency hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that, EMS Agency and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EMS Agency, or a Clinical Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EMS Agency will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

**12. TRAVEL EXPENSES.** No expense of EMS Agency or of a Clinical Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

**13. USE OF NAME OR LOGO.** EMS Agency will not, and will cause Clinical Program Participants not to use names, logos, or marks associated with Hospital without the express written consent of Hospital in each case.

**14. ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties, and obligations herein shall survive the expiration or earlier termination of this Agreement.

**15. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**16. CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

**17. NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

**18. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of



the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

**19. ASSIGNMENT; BINDING EFFECT.** EMS Agency may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

**20. NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:                    Ogden Regional Medical Center  
5475 S 500 E  
Ogden, Utah 84405  
**Attention: Chief Executive Officer**

Division Contact:                Kelsie Olsen  
Assistant Vice President of Business Development & Access  
kelsie.olsen@hcahealthcare.com

Copy to:                            HCA  
One Park Plaza, Bldg. 1, 2-East  
Nashville, TN 37203  
**Attention: Operations Counsel**

If to EMS Agency:                South Ogden Fire Department  
3950 S Adams Ave  
South Ogden, UT 84403  
**Attention: Chief Cameron West**

Or to such other person or place as either Party may from time to time designate by written notice to the other Party.

**21. COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

**22. HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, EMS Agency agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal

security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EMS Agency further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EMS Agency will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

**23. NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates EMS Agency to cause the admittance of a patient to Hospital or to use Hospital’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

**24. NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

**25. RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

**26. EQUITABLE REMEDIES.** EMS Agency acknowledges that the injury which might be suffered by Hospital in the event of any breach by EMS Agency or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.



**WHEREFORE**, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

**South Ogden City**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Manager

Title: City Recorder

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

**HOSPITAL**

\_\_\_\_\_

By: \_\_\_\_\_

Title: Mark Adams CEO

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

## EXHIBIT A

### STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Ogden Regional Medical Center and/or Pleasant View Free Standing ER ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: South Ogden Fire Department ("EMS Agency ") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

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Signature of Clinical Program Participant/Print Name

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Date

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Parent or Legal Guardian  
If Clinical Program Participant is under 18 / Print Name

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Date



## **EXHIBIT B**

### **Confidentiality and Security Agreement**

I understand that the Hospital or business entity (the “Hospital”) for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients’ health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, “Confidential Information”).

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital’s Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

#### **General Rules:**

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital’s policies.

#### **Protecting Confidential Information:**

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EMS Agency or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
  - a. Require the use of only encryption capable devices.
  - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
  - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
  - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
  - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data



provided as part of the initial and/or periodic credentialing and/or employment verification processes.

2. I will:
  - a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
  - b. Use only approved licensed software.
  - c. Use a device with virus protection software.
3. I will never:
  - a. Disclose passwords, PINs, or access codes.
  - b. Use tools or techniques to break/exploit security measures.
  - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
  - a. my password has been seen, disclosed, or otherwise compromised;
  - b. media with Confidential Information stored on it has been lost or stolen;
  - c. I suspect a virus infection on any system;
  - d. I am aware of any activity that violates this agreement, privacy and security policies; or
  - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature:	Date:
Printed Name:	Business Entity Name:

## EXHIBIT C

### Attestation of Satisfactory Background Investigation and Immunization Records

On behalf of South Ogden Fire Department ("EMS Agency"), I acknowledge and attest to Ogden Regional Medical Center ("Hospital") that we own, and have in our possession, a background investigation report and immunization records on the individual identified below. Such background investigation is satisfactory in that it:

- \_\_\_\_\_ does not reveal any criminal activity;
- \_\_\_\_\_ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- \_\_\_\_\_ confirms the individual is not on either the GSA or OIG exclusion lists;
- \_\_\_\_\_ confirms the individual is not listed as a violent sexual offender;
- \_\_\_\_\_ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- \_\_\_\_\_ no other aspect of the investigation required by Employer reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
[Name of Organization]

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