



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on August 2, 2011**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Dave Andersen

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – July 19, 2011
- b. * [White Rail Development Agreement](#)
- c. * [Mountainland Association of Governments Aging Services Contract](#)
- d. * [Authorize Sale of Surplus Truck to Levan Town](#)
- e. * [Lease of Vehicle for Spanish Fork City Task Force Officer](#)

6. NEW BUSINESS:

- a. * [Ordinance #10-11 Waiving the Solicitor Fee for Charitable Organizations](#)
- b. * [Ordinance #11-11 Amending the Temporary Sign Requirements for Campaign Signs](#)
- c. * [Bowen, Collins & Associates, Inc. Master Agreement for Professional Services](#)
- d. * [Crab Creek Trunkline Phase 2](#)
- e. Central Bank & Salisbury Homes - Extending the entitlements on the Maple Mountain Master Planned Community - Reducing the Preliminary Plat review fees

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
July 19, 2011

Elected Officials Present: Mayor G. Wayne Andersen, Councilmembers Steve Leifson, Richard Davis, Jens Nielson, Keir Scoubes. Absent: Councilmember Rod Dart.

Staff Present: Junior Baker, City Attorney; Dave Oyler, City Manager; Seth Perrins, Assistant City Manager; Chris Thompson, Public Works Director; Kent Clark, City Recorder/Finance Director; Dee Rosenbaum, Public Safety Director; Dave Anderson, Community Development Director; Shelley Hendrickson, Planning Secretary.

Citizens Present: Cary Hanks, Aaron Stern.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Andersen called the meeting to order at 6:00 p.m.

Scout Zac Bird led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks, the Director of the Spanish Fork/Salem Area Chamber, invited everyone to participate in Spanish Fork City's Fiesta Days Celebration as well as the Farmer's Market that will start on July 30th, at 8 a.m., in the City Hall parking lot.

Agenda Request - James Williams regarding traffic on 1400 East
Not present

COUNCIL COMMENTS:

Councilman Davis read the dates and times of the events and activities for the Fiesta Days Celebration.

Mayor Andersen reported a story regarding young people who valued the experience of playing in a ball game instead of the attitude of 'winning at all costs'. He expressed how proud he was to live in Spanish Fork City.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – June 5, 2011
- b. American Express Agreement
- c. Sankey Rodeo Company Contract
- d. Fred White 1000 North Main Street to 200 East Right of Way Acquisition Purchase Agreement
- e. 100 South Utilities Improvements Change Order #1
- f. Northeast Bench Change Order #3

Councilman Leifson made a **motion** to **approve** the consent items.
Councilman Scoubes **seconded** and the motion **passed** all in favor.

NEW BUSINESS:

49 **Clerical Correction on October 5, 2010 City Council Minutes**

50 Mr. Baker explained that during the City Council meeting on October 5, 2011, that the Legacy
51 Farms Annexation was approved. Councilman Dart moved to approve the annexation with four
52 conditions. The conditions were inadvertently left out of the minutes. Mr. Baker read the four
53 conditions.

54
55 Councilman Davis made a **motion** to **approve** the October 5, 2011, City Council Minutes.
56 Councilman Nielson **seconded** and the motion **passed** all in favor.

57
58 **Proposed Changes Signage Regulations**

59 Mr. Anderson explained there were two proposed signage changes. The first change is to the
60 City's regulations for off site directional signs for developments. The proposed language will help
61 to clarify the ordinance and help the City to effectively regulate signage in the community. He
62 further explained that the City typically did not work with developers with regard to signs but with
63 builders. He said that the City did not have a way to track who had what and what the purpose
64 of the signs really are. He said that the proposed change to the regulations was from four signs
65 per development to one sign per builder.

66
67 Councilman Davis expressed that he felt discussion should take place with the builders, who are
68 building in our town, to determine how many signs should be allowed.

69
70 Mr. Anderson said that there were a lot of signs out in the community that do not conform to City
71 standards.

72
73 Mayor Andersen expressed that he felt holding a meeting with the builders in town was the
74 appropriate thing to do.

75
76 Discussion was held regarding holding a meeting, with builders, to discuss the proposed changes.

77
78 Mr. Anderson said that there are a very limited number of builders building in Spanish Fork City.

79
80 Councilman Scoubes asked if it would be appropriate to send a letter to the Utah Home Builders
81 Association inviting those who might have a vested interest to participate in the meeting.

82
83 Councilman Leifson expressed that he felt that the builders who are currently building within
84 Spanish Fork should be invited to the meeting; not all builders.

85
86 Councilman Davis expressed that he just wanted to have a few individuals invited to the meeting.

87
88 Mr. Anderson explained that the City was not dealing with a broad range of builders.

89
90 It was determined that Mayor Anderson, Councilman Leifson and Councilman Davis would be
91 involved in the meeting and discussion ended regarding development signs.

92
93 Mr. Anderson explained the proposed changes to the election signs. He said that the ordinance
94 permits election signs to be posted on City property in certain locations throughout the
95 community. Mr. Anderson expressed that he felt it was not necessary to place signs on City

96 property that there were thousands of private locations throughout the community for candidates
97 to place signs.

98
99 Mayor Andersen said that it was his belief that there had been some lawsuits brought against
100 some communities with regard to campaign signs and that the outcome was that signs could be
101 placed wherever you wanted to place them.

102
103 Mr. Baker said it was more about First Amendment signs and not campaign signs.

104
105 Mayor Andersen expressed that he felt campaign signs should not be heavily regulated.

106
107 Mr. Baker explained that what is clear from case law is that if the City owns the property, they
108 can exclude signs on the property.

109
110 Mayor Andersen expressed that whatever the City decides to do, that we do not come in conflict
111 with some opportunists that likes to sue Cities.

112
113 Mr. Anderson explained that the City was very permissive relative to political signs and private
114 property.

115
116 Councilman Scoubes expressed that he felt it was a great service to allow for signs on City land.

117
118 Mayor Andersen said his only concern would be people respecting other people's rights. He
119 explained that he felt it would not be appropriate for a candidate to place a sign along the
120 sidewalk inside the sports complex.

121
122 Councilman Leifson said that he had been through two elections and that one year he could place
123 signs on City property and one year he could not. He said that he didn't feel it made a difference
124 either way that there was plenty of exposure on private property.

125
126 Councilman Scoubes said he felt that by not allowing signs to be placed on City owned property
127 that it put the new comers at a disadvantage relative to sign placement.

128
129 Candidate Sterns was present at the meeting and commented. He expressed that he agreed
130 with Councilman Scoubes. He felt the City should be supportive of the candidates and was in
131 favor of placing signs on City property.

132
133 Discussion was held, with Mr. Baker, regarding the legal impact of signs on City owned property.

134
135 Councilman Davis expressed that if placing signs on City owned property could cause lawsuits
136 than signs should not be allowed on City owned property.

137
138 Discussion was held amongst the Council regarding their opinions for sign placement and the
139 City website.

140
141 Mr. Anderson said an ordinance had not been prepared. He was just looking for direction.

142
143 **2011 Main Street Water Main Replacement Project, 1400 North to 1600 North**

144 Mr. Thompson explained that there had been two breaks on this line and he was anxious to get it
145 replaced.

146

147 Councilman Leifson made a **motion** to **approve** the 2011 Main Street Water Main Replacement
148 Project, 1400 North to 1600 North awarding the contract to Lyndon Jones Construction for the
149 amount of \$177,654.

150 Councilman Davis **seconded** and the motion **passed** all in favor.

151

152 **2011 Streets Seal Project Change Order #2**

153 Mr. Thompson explained the City's road maintenance: one being an overlay for 20 plus years of
154 life and two, seal coats to extend the life of a road. There are several seals: chip seal, slurry seal,
155 mineral seal and crack seal. The City has bought equipment and performs our own overlay and
156 crack seal. The overlay is very expensive and the seals are bid out every year.

157

158 Councilman Davis made a **motion** to **approve** the 2011 Streets Seal Project Order #2 to M & M
159 Asphalt Services in the amount of \$49,964.98.

160 Councilman Scoubes **seconded** and the motion **passed** all in favor.

161

162 **2011 HA5 High Density Mineral Bond Seal Project Change Order #1**

163 Discussion on this item was included with the previous item.

164

165 Councilman Scoubes made a **motion** to **approve** the 2011 HA5 High Density Mineral Bond Seal
166 Project Order #1.

167 Councilman Leifson **seconded** and the motion **passed** all in favor.

168

169 **ADJOURN:**

170 Councilman Leifson made a **motion** to **adjourn**.

171 Councilman Nielson **seconded** and the motion **passed** all in favor at 6:55 p.m.

172

173 **ADOPTED:**

174

175

Shelley Hendrickson, Planning Secretary



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 21, 2011
Re: White Rail Overlook Development Agreement, Storm Drain Reimbursement

Staff Report

White Rail Overlook Subdivision is being developed on Highway 51 at approximately 800 North on the east side of the road. We have master planned a storm drain to come across the development which will serve future development to the east. This agreement is to reimburse the developer for expenses to install this line.

The costs to do this reimbursement have been accrued through impact fee collections and are already in the budget. We recommend that the city council approve this agreement.

Attached: Agreement



WHITE RAIL OVERLOOK DEVELOPMENT AGREEMENT

COME NOW the parties hereto, White Rail Overlook , L.L.C. (White Rail) and Spanish Fork City (City), and enter into this development agreement to assure the orderly development of real property within City limits, while maintaining and enhancing property values.

Utah Code Ann. §10-9a-102 authorizes municipalities to enter into development agreements and City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of City, and contributes to capital improvements which substantially benefit City.

White Rail owns real property within Spanish Fork City at approximately 1300 East 800 North. White Rail has submitted a preliminary plat to City for approval of a residential subdivision on the property. City's master storm drain plan requires a storm drain basin in the vicinity to serve White Rail's development, as well as other, future, developments. The storm drain basin is included as part of City's Impact Fee Facilities Plan and impact fee calculations.

NOW THEREFORE, the parties hereto contract, covenant, and agree as follows:

1. White Rail has constructed, in the location designated by City's engineering department, a storm drain basin which will serve its development, as well as other, future developments.
2. City has inspected and accepted the storm drain basin constructed by White Rail and has incorporated it into its storm drain system.
3. White Rail has incurred costs of \$71,712.50 to construct the storm drain basin and has submitted invoices documenting the same, which invoices have been reviewed and found accurate by City.
4. City will reimburse White Rail for the cost of constructing the storm drain basin in the amount of \$71,712.50. Payment will be due within thirty (30) days after approval of this agreement by the City Council.
5. This agreement represents the entire agreement between the parties hereto. All prior negotiations, understandings, or representations are merged herein and superceded hereby.
6. Any amendment to this agreement must be in writing and be signed by

all the parties hereto.

7. In the event of breach in any of the obligations of this agreement, the non-breaching party shall be entitled to recover their attorneys fees, whether or not litigation is pursued.

DATED this 2nd day of August, 2011

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

Kent R. Clark, Recorder

WHITE RAIL OVERLOOK L.L.C. by:

STEVE MADDOX, Manager of
STEVE MADDOX DEVELOPMENT,
L.L.C., Manager of WHITE RAIL
OVERLOOK, L.L.C



MOUNTAINLAND

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

AGING & FAMILY SERVICES DEPARTMENT

May 14, 2011

Joyce Webb
Spanish Fork Senior Center
167 West Center Street
Spanish Fork, UT 84660

Dear Joyce,

Enclosed are duplicate original contracts between Mountainland Association of Governments and Spanish Fork City covering information assistance and nutrition services to individuals who are 60 years of age or older. We have also enclosed a Checklist that provides information about completing the contract process.

Please follow the steps listed on the Checklist in processing these contracts through your City for signature, and return both contracts to me as follows:

Heidi DeMarco
Mountainland Association of Governments
586 East 800 North
Orem, UT 84097

If you have any questions, please contact me at 801-229-3806. Upon completion of signature by MAG, we will return one fully executed copy to you and to the City for your records.

Thank you for your assistance in this regard. We appreciate the opportunity to work with you and appreciate the wonderful service you provide to seniors.

Best wishes,

Heidi DeMarco
Department of Aging and Family Services

Enclosures

FISCAL YEAR 2011-2012 CONTRACT FOR AGING SERVICES

CHECKLIST FOR EXECUTION OF CONTRACT

Two copies of your 2011-2012 contract are included with this checklist. **The two copies must be processed as originals.**

Please follow the procedure outlined below in obtaining final approval and returning your contract proposal. Upon completing each step of the procedure, the responsible person will initial in the space indicated.

1. ___ Review all Parts to be certain that you are in agreement with reporting and fiscal provisions; record keeping responsibilities; with the budget; indemnification responsibilities; compliance with DHS Code of Conduct; conflict of interest; and with the description of services you will be obligated to provide.
2. ___ Submit the contract to your fiscal control officer to ensure that Part III: Contract Costs, Billing and Payment Information will be complied with.
3. ___ **On Part II, Page 2, No. 7, (b): Demonstrate how you will provide outreach to elderly low-income minority individuals in your area.**
4. ___ After completing Step 3 above, submit the contract to your governing board along with any comments, concerns, or assurances of your fiscal officer and legal counsel. Once approved by the governing board, the chief executive officer must sign in the designated signature block, which signing must be witnessed or attested. Please make sure signature of witness is affixed.
5. ___ If someone not already a signatory to the contract will be signing or authorizing invoices coming to MAG, the person's signature must appear in the designated signature block.
6. ___ Submit the following documents with the contract:
 - A. Liability Insurance
 - B. Worker's Compensation Insurance

When the contract has received final approval, and has been signed as required above, **submit BOTH copies with original signatures to MAG** along with this checklist. If you have any questions, please contact Heidi DeMarco, 801-229-3806.

Thank you for your assistance and for your service to our seniors!



MOUNTAINLAND

ASSOCIATION OF GOVERNMENTS

Serving Summit, Utah and Wasatch Cities & Counties

AGING & FAMILY SERVICES DEPARTMENT

1. **CONTRACTING PARTIES:** This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Spanish Fork City Corporation, 40 South Main, Spanish Fork, Utah 84660, referred to as CONTRACTOR.
2. **PURPOSE AND SCOPE OF CONTRACT:** To provide access and nutrition services to individuals who are 60 years of age and older (including spouses of any age of such individuals) as described in Part II.
3. **CONTRACT PERIOD:** This Contract is effective as of July 1, 2011 and terminates on June 30, 2012, unless terminated sooner in accordance with the terms and conditions of this Contract.
4. **PART I:** General Provisions
5. **PART II:** Description of Services
6. **PART III:** Contract Costs, Billing, and Payment Information
7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT:** By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All documents specified in this Contract and its attachments; MAG's Standard Operating Procedure;
 - B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.
9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR:** The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Contractor Signature Date

Type/Print Contractor's Name and Title

WITNESS:

Witness Signature Date

Employee or officer authorized by contractor to sign reports and invoices (if not already signatory above).

Signature Date
Please print or type name.

MAG:

Andrew K. Jackson Date
Executive Director

APPROVED AS TO COMPLIANCE WITH AREA PLAN:

Scott McBeth Date
Director, Aging and Family Services Dept.

APPROVED AS TO AVAILABILITY OF FUNDS:

Heidi DeMarco Date
Budget and Contracts Manager

APPROVED AS TO FORM:

Robert J. Schumacher Date
Attorney at Law
Legal Counsel

PART I - GENERAL PROVISIONS

1. PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY

A. **Contractor and the Utah Governmental Immunity Act:** Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHS/MAG are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.

B. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

Indemnification by the Contractor and Sub-contractor: The Contractor and DHS/MAG shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

The Contractor shall provide MAG with a copy of its liability insurance.

2. **WORKER'S COMPENSATION ACT:** The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its sub-contractors' worker's compensation insurance.
3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually, and shall modify that plan as appropriate.
4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, MAG may terminate this Contract immediately.
5. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: <http://www.dhs.state.ut.us/policy.htm> (Select "Department Policy Manual"; then select "Section V -- Security/Risk Management/Liability"; then select "Provider Code of Conduct").

6. **RESTRICTIONS ON CONFLICTS OF INTEREST:** The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.
7. **MONITORING AND REPORTING REQUIREMENT FOR CONFLICT OF INTEREST:**
 - A. Give MAG a Certificate of Compliance before entering into this Contract or a subcontract relating to this Contract.
 - B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth \$2,000 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.
8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this Contract in accordance with the rules and regulations of the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). In addition, the Contractor shall comply with all reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.
9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for at least the following periods of time:
 - A. **Protecting DHS/MAG's Continuing Access Rights to Contract-Related Records.** The Contractor acknowledges that DHS/MAG is entitled to have ready access to all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHS/MAG's access rights, except as expressly provided by law. DHS/MAG and the Contractor acknowledge, however, that entities other than DHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.
 - B. **Permission for Early Destruction of Records.** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Contractor gives MAG thirty days' written notice and obtains MAG's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services under this Contract or a site operated by the Contractor in the geographic area covered by this Contract.) As a condition of consenting to the Contractor's early destruction or relocation of the records, MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.
 - C. **Method for Destruction of Client Records.** If the contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.

10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C §§ 10801 *et seq.* Therefore, upon receiving a request for records or information from any individual or entity other than DHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental subcontractors and any Contractor or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHS/MAG, and allow DHS/MAG to respond directly to the records-request.
11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.
12. **MONITORING OF CONTRACTOR'S PERFORMANCE:** MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits.
13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS:** The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.
14. **CONTRACT TERMINATION:**
 - A. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days written notice.
 - B. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.
 - C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.
 - D. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).

- E. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
- F. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.
15. **GRIEVANCE PROCEDURES:** The Contractor shall have a grievance procedure in place and shall notify MAG of any grievance submitted to the Contractor by any participant of the program covered by this Contract.
16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be reviewed by MAG at MAG's discretion.
17. **STANDARD OPERATING PROCEDURE:** Contractor agrees to comply with MAG's Department of Aging and Family Services Standard Operating Procedure.
18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.
19. **CHANGE IN SENIOR CENTER DIRECTOR:** Contractor shall notify MAG of the vacancy in the Center Director's position.
20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the CONTRACTOR shall acknowledge that MAG and the Department of Human Services provided for the programs.
21. **TRAINING:** The Center staff shall attend an annual training meeting if offered by MAG.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS

1. **POPULATION TO BE SERVED:**

For Older Americans Act services: Individuals 60 years of age and older (including spouses of any age of such individuals) with social and/or economic need, targeting low income minorities.

2. **METHODS OF PROVISION:**

Services shall be provided as specified below. A unit of service is described hereafter for each service, and shall form the basis for payment and evaluation by MAG.

3. **SPECIFIC SERVICES:**

SERVICE CODE	SERVICE NAME	DESCRIPTION	UNIT OF SERVICE
SAO	Outreach/Client Finding	Intervention initiated by CONTRACTOR to identify clients and encourage the use of existing services and benefits. Only applicable to a first-time contact with a new client who has not previously used aging services or who has not used any services for an extended period of time. CONTRACTOR will place special emphasis on rural elderly with greatest economic or social need, with particular attention to low-income minority individuals, and older individuals with severe disabilities, informing such persons of the availability of service.	1 UNIT = 1 CONTACT
SAI	Information/ Assistance	Includes the provision of concrete information to a client about available public and voluntary services/resources and linkage to ensure the service will be delivered to the client. Includes contact with the provider. Does <u>not</u> include mass media contacts, newsletters or other similar contact.	1 UNIT = 1 CONTACT
CMM	Congregate Meals Site Management	All activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of meal site, and the serving of meals.	1 UNIT = 1 DAY
CMM	Congregate Meals Meal Preparation	Providing one hot or other appropriate meal per day, which assures a minimum of one-third USRDA, in a congregate setting.	1 UNIT = 1 MEAL SERVED

4. **FOCAL POINT OBLIGATION:** The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with, and coordinating in behalf of, the older residents of its community, all services available for such older persons.
5. **SPECIAL MEAL CONSIDERATIONS:** The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients, to individuals providing volunteer services during the meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under the Older Americans Act.
6. **IMPOSITION OF FEES:** The CONTRACTOR will not impose any fees upon client given services under this contract except as authorized by MAG.
7. **COMPLIANCE WITH OLDER AMERICANS ACT:** CONTRACTOR will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments of 1987 and 1992, as specified hereafter, and shall:
 - (a) Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;
 - (b) Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:
We will send our van to pick them up and bring them to our center for meals and activities. We will provide names and telephone numbers for the Outreach program. We will advertise in newspapers and with flyers, also over our microphone and by mouth to mouth information.
 - (c) Provide recipients with an opportunity to contribute to the cost of the service;
 - (d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
 - (e) Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;
 - (f) Assist participants in taking advantage of benefits under other programs;
 - (g) Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and
 - (h) Comply with all policies, procedures and/or directives addressing service providers and subcontractors and specified within the current Standard Operating Procedures Manual of the MAG Department of Aging and Family Services, and any additions, revisions or deletions thereto as notified by MAG.

8. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts. Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
9. **PRIORITY OF SERVICE:** Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this contract.
10. **THE SPOUSE** of the older person regardless of age or condition may received a home-delivered meal if, according to criteria determined by MAG, receipt of the meal is in the best interest of the homebound older person.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

- a. Billing name and address of the Contractor:

Spanish Fork City Corporation
40 South Main
Spanish Fork, UT 84660

- b. Address/location where the services will be provided:

Spanish Fork Senior Center
167 West Center
Spanish Fork, UT 84660

2. **CONTRACT PAYMENT:** MAG agrees to reimburse the Contractor in accordance with following table, upon receipt of itemized billing for approved service activities given and supported by information contained on reimbursement forms supplied by MAG. The line item allocations for services under this Contract are specified in the following table:

SERVICE CATEGORY	UNITS	RATE	MAG	LOCAL MATCH	TOTAL	PROJECT INCOME
Information & Assistance	50	.75	\$37.50	\$25.13	\$62.63	
Project Management	13,200	.85	\$11,220.00	\$7,405.90	\$18,625.90	
Meals Site Preparation	13,200	1.78	\$23,496.00	\$15,507.36	\$39,003.36	\$18,300.00
TOTAL			\$34,753.50	\$22,938.39	\$57,691.89	\$18,300.00

If the Contractor experiences a shortfall in operating revenues due to a decline in the number of meals served, the Contractor may request a one-time adjustment to the reimbursement rates through contract amendment. MAG will consider such adjustment based on balance of contract and available revenues.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. The Contractor shall bill MAG only for actual costs allowable under the federal and DHS cost principles referred to in Part IV ("Cost Accounting Principles and Financial Reports"), and the Contractor shall maintain records that adequately support the allowability of these costs.
4. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

5. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.
6. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS/MAG determines that MAG has over-paid the Contractor for services under this Contract because: (a) the Contractor's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Contractor's expenditures are inadequately documented, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.
7. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.

Memo:

To: City Council and Mayor

From: Kent Clark, Finance Director

Subject: Sale of a surplus Bucket Truck to the Town of Levan.

The city has an Electric Bucket Truck that has been declared surplus. We have received an appraisal from a Dealership (Altec). They have valued the truck at a retail price of \$ 15,000. A trade in value would be substantially less than this.

The Town of Levan is in the market for buying a bucket truck similar to ours. The Town of Levan is offering to pay Spanish Fork City \$15,000 for our used bucket truck.

We are recommending selling this surplus equipment to the Town of Levan for \$ 15,000.



DATE: July 29, 2011
TO: Mayor and Council
FROM: Dee Rosenbaum
RE: Lease of Vehicle for Spanish Fork City Task Force Officer

The Utah County Major Crimes Task Force (Drug Enforcement) is replacing the vehicle that our Task Force Officer drives. This is a leased vehicle that is paid for by the Task Force. In the past, Task Force vehicles have been leased under Orem City or under Utah County Sheriff's office. The Task Force is not a legal entity so the vehicles cannot be leased under them, it will have to be leased under Spanish Fork City.

The vehicle lease will be approximately \$6,400.00, and paid for by the Task Force on a year by year basis. The vehicle will be under the City's insurance pool. I have reviewed this with the City's Risk Manager (Seth Perrins), who informs me that it will cost the City approximately \$150.00 per year to add this vehicle to our fleet insurance.

Other than the \$150.00 per year this change will be budget neutral because the Task Force will give the City a check to pay the lease.

My request is that the Mayor & City Council approve the City to enter into the lease with Enterprise Fleet Management, contingent upon the lease being paid by the Utah County Major Crimes Task Force.



**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the twenty-seventh day of July, 2011, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: Spanish Fork City on behalf of Utah County Major Crimes Task Force LESSOR: Enterprise FM Trust
By: _____ By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Tony Anderson
Title: Regional Sales Manager

Date Signed: _____

Date Signed: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this twenty-seventh day of July, 2011, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, written or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Spanish Fork City on behalf of Utah County Major Crimes Task Force

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Tony Anderson
Title: Regional Sales Manager

Address: 40 South Main
Spanish Fork, UT 84660

Address: 8844 Ladue Road
St. Louis, MO 63124

Date Signed: _____

Date Signed _____

INSURANCE

Company	Agent	Policy #	Exp. Date
Address		City	ST Zip
Phone #		Fax #	
() - -		() - -	

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Services will use the information provided in this application for the sole purpose of fleet related services/programs.

Enterprise Fleet Services reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Services will conduct future inquiries either on an annual basis or as fleet size increases, and reserves the right to ask for additional or updated information as the need warrants.

CORPORATE RESOLUTION MOTOR VEHICLE LEASE(S)

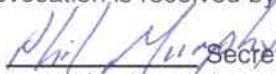
RESOLVED, That this Corporation lease from Enterprise Fleet Services, hereinafter called Enterprise, from time to time, such motor vehicles upon such terms and conditions, as in the judgment of the Officer(s) or employee(s) hereinafter authorized, this Corporation may require.

RESOLVED FURTHER, that:

Name	<u>Philip Murphy</u> Print Name	 Signature	Title	<u>Director</u> or
Name	_____	_____	Title	or
Name	_____	_____	Title	_____ or
Name	_____	_____	Title	_____

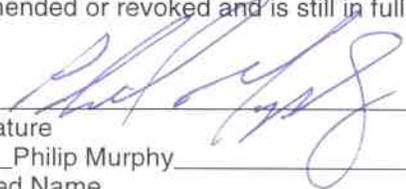
are authorized and empowered on behalf of and in the name of this Corporation to execute Motor Vehicle Leases with Enterprise on such terms as may be agreed to by said person.

RESOLVED FURTHER, that Enterprise is authorized to act upon this resolution until written notice of its revocation is received by Enterprise.

I,  Secretary of Spanish Fork City on behalf of Utah County Major Crimes Task Force, a Corporation in good standing in the State of Utah, do hereby certify that the resolution appearing above is a true copy of a resolution of the Board of Directors of said Corporation duly passed and adopted at a meeting of said Board of Directors, which was duly called and held in all respects as required by law and the bylaws of said Corporation on the twenty-seventh day of July, 2011.

I further certify that said resolution has not been amended or revoked and is still in full force and effect.

Date 7-27-11



Signature

Philip Murphy
Printed Name

Director
Title

ORDINANCE NO. 10-11

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSEN <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: Council member

SECOND the foregoing motion: Council member

ORDINANCE NO. 10-11 ORDINANCE WAIVING THE SOLICITOR FEE FOR CHARITABLE ORGANIZATIONS

WHEREAS, Spanish Fork requires businesses to obtain a business license,
including solicitors; and

WHEREAS, Spanish Fork City charges a fee to offset its administrative costs for
business licenses; and

WHEREAS, charging a fee to persons soliciting on behalf of charitable
organizations reduces the amount, in the sum of the fee, that can be used for charitable
purposes; and

WHEREAS, it is desirable that charitable organizations with ties to the community

should receive as much in donations as possible;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

Spanish Fork Municipal Code §5.04.110(F) is hereby amended as follows:

5.04.110. Fee Schedule

There is levied upon the business, location, trade, or calling of every person engaged in business in the city an annual license fee based upon the type of class of said business as follows:

F. The amount for a business license for a canvasser or a solicitor shall be \$100.00 per calendar year, unless the proceeds from the solicitation are only used for the benefit of a charitable organization with substantial ties to the community. Such institutions shall include, but not be limited to churches, scouting organizations, schools, service clubs, and similar charitable organizations. For such charitable organizations, the license fee shall be waived. No canvasser or solicitor license shall be valid during the period of the Fiesta Days celebration.

II.

This ordinance shall become effective 20 days after passage and publication.

DATED this 2nd day of August, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

ORDINANCE NO. 11-11

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor (votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted: Council member

I SECOND the foregoing motion: Council member

ORDINANCE 11-11

AN ORDINANCE AMENDING THE TEMPORARY SIGN REQUIREMENTS FOR CAMPAIGN SIGNS

WHEREAS, Campaign signs are an important source of name recognition for candidates for local elected offices, but if not properly regulated, can become an eyesore and a detriment to the City, and

WHEREAS, Campaign signs are currently misidentified as political signs in the Spanish Fork Municipal Code; and

WHEREAS, Spanish Fork City has adopted an ordinance which regulates campaign signs as temporary signs, and

WHEREAS, Campaign signs for municipal offices are currently allowed on City owned property, in eight locations, which creates clutter on public property and does not add any additional benefit to the candidates for municipal office; and

WHEREAS, amendments are necessary from time to time in order to accommodate the needs of candidates, while maintaining the aesthetics of the community;

NOW THEREFORE, in order to protect the health, safety, and welfare of the residents of the City, the Spanish Fork City Council hereby enacts and ordains as follows:

I.

Spanish Fork City Municipal Code §5.36.050(8) is hereby amended to read as follows:

5.36.050. Permitted Temporary Signs.

8. Campaign Signs.

Campaign signs may be displayed, in accordance with the following requirements, as soon as a candidate files for office, and must be removed within seven days following the election:

- a. In agricultural, residential, and residence office zoning districts, campaign signs shall have a maximum area of six square feet and a maximum height of five feet.
- b. In commercial office, commercial, and industrial zoning districts, campaign signs shall have a maximum area of thirty-two (32) square feet and a maximum height of eight feet.
- c. Repealed.
- d~e [No change].

II.

This ordinance shall become effective 20 days after passage and publication.

DATED this 2nd day of August, 2011.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 26, 2011
Re: Bowen, Collins and Associates, Inc. Master Agreement for Professional Services

Staff Report

Bowen, Collins and Associates, Inc. was recently selected by the city council to complete phase 1 of the City Dam Rebuild Design project. This agreement is a master agreement that will govern the city dam project and possible future agreements with Bowen, Collins and Associates. If future work is to be awarded to them a task order outlining exactly what the work they are to perform and the pricing of that work will be the only thing to come before the council. The task order would just attach to this agreement.

We would like to use this agreement for all consulting work so that we will not have to bring so many lengthy comprehensive agreements to the city council. We can just bring task orders that will addend to the master agreements. This is typical to how work is conducted in other cities and makes it easier to create uniformity in city contracts.

We recommend that the city council approve this master agreement for professional services with Bowen, Collins and Associates.

Attached: agreement



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated _____, is made and entered into between Spanish Fork City (herein called OWNER) and Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one year term until either party terminates the Agreement as set forth in paragraph 6(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide engineering services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability

Bodily Injury and Property Damage	\$1,000,000
Combined Single Limit	\$1,000,000
3) Automobile Liability	
Combined Single Limit	\$1,000,000
4) Professional Liability	\$2,000,000

5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the ENGINEER.
- C. The ENGINEER shall indemnify and hold harmless the OWNER, its agents, representatives, consultants and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the OWNER.
- D. If the negligence or willful misconduct or both ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- E. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- F. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the ENGINEER under this AGREEMENT, or

the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

G. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.

H. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. TERMINATION

A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.

B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed

C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as “instruments of service” are the property of the ENGINEER. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the ENGINEER accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder’s All Risk Insurance. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- B. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR’s responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. “Record” documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the “record” documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

13. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Craig R. Bagley, P.E.
Bowen, Collins & Associates
154 East 14000 South
Draper, Utah 84020

OWNER: Chris Thompson, P.E.
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for Bowen, Collins & Associates

By _____
Title _____
Date _____

By _____
Title _____
Date _____



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: July 27, 2011
Re: Crab Creek Trunkline Phase 2

Staff Report

The city has secured a low interest loan to construct another trunkline down Spanish Fork Canyon. This trunkline will provide redundancy for our existing trunkline as well as allow us to preserve pressure head to the upper end of the city and save pumping costs.

We contracted with Hansen, Allen and Luce to model our water and pressurized irrigation systems. These models indicated the need for these trunklines so we contracted with them to apply for the state drinking water loan and perform environmental and permitting work to determine if the trunklines were feasible.

They helped us to work through issues with the Division of Drinking Water, Bureau of Reclamation, Strawberry Water Users Association, UDOT, the Army Corp of Engineers and Union Pacific. We are also near completion on all the environmental documentation and therefore feel confident that the trunklines are feasible and we can meet the requirements of the loan.

We then requested proposals for engineering firms to provide the design services for this phase 2 design of the trunkline. Phase 2 will be to construct a 24 inch water trunkline from the permitted area up the Spanish Fork Canyon down to a connection to existing trunklines at the east end of Canyon Road.

We received eight proposals to do this engineering work and evaluated these proposals for cost, value, experience, content and qualifications. We met as a selection committee comprising of engineering and public works staff and an elected official. After reviewing all the proposals the committee recommends that the city council approve this contract with Hansen, Allen and Luce to complete the design for the Crab Creek Trunkline Phase 2 for the amount of \$26,046. The costs for this work are in current city budgets.



TASK ORDER NO. 348.12.100
TO
ENGINEERING SERVICES AGREEMENT

OWNER: SPANISH FORK CITY

Effective Date of Agreement: July 27, 2011

THIS TASK ORDER NO. 348.12.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 27th day of July, 2011, by and between OWNER and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: CRAB CREEK TRANSMISSION LINE PHASE 2
The PROJECT SITE is located as follows: Near U.S. Highway 6 from Gomex Drive to Canyon Crest Drive.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 348.12.100-A.
3. FEES. OWNER shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated not-to-exceed fee of \$25,142 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 348.12.100-B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Design SERVICES associated with this TASK ORDER are anticipated to be completed within 60 calendar days following written authorization from the OWNER to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and HAL have executed this TASK ORDER as of the date first above written.

OWNER: SPANISH FORK CITY

By: _____

Its: _____

Attest: _____

Its: _____

HANSEN, ALLEN & LUCE, INC.

By: Richard M Noble

Its: Principal

Attest: Ami Shiff

Its: ENGINEER

SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PHASE 2 BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City's existing sole supply line from its water sources in Spanish Fork Canyon is in need of a redundant line. This redundant line will supply water from the Sterling Hollow Tanks and Crab Creek Springs to the City's Upper Pressure Zone. The City has decided to extend this new line into the City's distribution system. Phase 2 of this important project will involve the design of a 24-inch line from a connection near Gomex Drive and the existing Western Distribution Tanks to a connection with existing transmission lines at Canyon Drive and Canyon Crest Drive. The preliminary alignment of the water line has been established to parallel US 6 and Canyon Drive.

SCOPE OF WORK

The suggested scope of work is outlined by Task and Subtask below.

Tasks:

A Attend Progress Meetings and Project Management

This task provides time for review meetings necessary to receive comments and direction from the City. With our ongoing work with the City on Phase I of the project, we propose allocating time during our weekly meetings for the Phase II meetings, thus cutting travel time costs. Specific meetings and sub-tasks included in this item are included below:

- A-1 Project administration and management
- A-2 Project kickoff meeting with City
- A-3 Project meetings for the 30%, 70% and 95% design interval

B Provide Design Survey & Preliminary Engineering

Preliminary engineering and survey will assist in choosing the corridor for easement review and utility conflict identification. We are planning to begin this task before the kickoff meeting. Our conceptual design provided during Master Planning of the City's improvements will assist as we are familiar with the area and possible conflicts as discussed with the City. Survey will be crucial to identify possible conflicts and aid in the design of the project. Sub-tasks are listed below:

- B-1 Prepare preliminary pipe route with Aerial Photography provided by the City.
- B-2 Coordinate with City Surveyor to ensure correct survey control
- B-3 Provide a field survey to identify actual conflicts and map important areas that require detailed information not available in the City's GIS
- B-4 Prepare a base map in AutoCAD incorporating all the City information and survey mapping

C Coordination with Utility Owners

Identifying utilities properly in the field will reduce construction costs. Our team will conduct a utility search of the project site to identify potential utility conflicts which must be considered during design. From previous work with the City we have a base map that includes utility information provided by the GIS. This City information along with the Private Utility information will suggest if a Blue Stakes call will be necessary for specific areas of concern.

D Easement and Encroachment Acquisition

The conceptual alignment indicates that between three to five property owners will be required to grant easements. It also appears that UDOT will need to grant an encroachment agreement with the alignment in UDOT ROW. Our firm has already worked with Western Distribution to provide approvals for an easement. Sub-tasks to provide approvals and easements are listed below:

- D-1 Coordinate with private property owners to determine possibility of easement.
- D-2 Provide appraisals from Certified Commercial Appraiser for properties.
- D-3 Prepare and record finalized easement document
- D-4 Coordinate with UDOT to determine requirements as needed for project.
- D-5 Assist in gaining UDOT approval for project within their ROW

PHASE 2 – FINAL DESIGN & BID DOCUMENTS**E Prepare Construction Drawings**

Having prepared similar drawings in the past for the City and having base mapping already available will allow our team to quickly prepare final design drawings. Another crucial portion of this task is receiving DDW plan approval. We are already working with DDW on Phase I of this project, which would allow for a more timely approval.

- E-1 Prepare drawings suitable for bidding by Contractors. Drawings shall include plan/profile sheets at a 1":50' scale.
- E-2 Prepare all necessary details, and sections not found within the City's Standard Drawings.
- E-3 Coordinate with DDW throughout the design process to ensure that their review time will be minimal.
- E-4 Submit plans in a timely manner to ensure comments are received before bid closing.

F Prepare Bid Documents

It is likely that we will have prepared bid documents for Phase I of the project before Phase II. Having the bid documents from Phase I will allow our team to efficiently prepare the needed documents while also understanding the City's specific requirement better allowing for more efficiency.

- F-1 Prepare bid documents for the project that include measurement and payment along with special provisions.
- F-2 Prepare Specifications for circumstances not found within the City's current Standards.
- F-3 Provide bid documents within pdf format for Bidsync Bidding along with two hard copies to the City Staff.

G Bidding Assistance

Our team will assist with bidding of the project and support the City as needed. It is likely that we will have bid two projects with the City before this project is ready. Again similar to preparation of the bid documents our understanding of the City's Bid Process assist in making the project more time efficient.

- G-1 Attend Pre-Bid Meetings and Support the City by answering questions.
- G-2 Assist the City in answering contractor questions submitted to Bidsync
- G-3 Provide addenda as required to clarify bid documents

H Construction Services

Support the City as needed during construction of the water line. We have assumed that support will include; attendance at construction meetings, provide technical support during construction, review and approve contractor submittals and other tasks as directed by the City.

ESTIMATED FEE

We propose a "not to exceed" engineering budget of \$25,142 to perform the services as outlined in this task order. The following table summarizes the estimated engineering fee to accomplish each task.



Fee Estimate Worksheet for Spanish Fork Crab Creek WL Phase 2

Firm Name Hansen Allen & Luce, Inc
 Contact Name Steve Jones, PE
 Contact Phone Number 801-566-5599
 Contact E-mail address sjones@hansenallenluce.com

No.	Staff Title
1	Principal In Charge, PE
2	Project Manager, PE
3	Project Engineer, PE
4	Design Engineer
5	Survey Crew
6	CADD Technician
7	Quality Assurance Principal
8	Clerical
9	
10	
11	
12	
13	Totals
14	Direct Expenses

Instructions: Complete the fee estimate spreadsheet by editing the cells for billing rates, staff hours, and direct expenses; based on your estimated hours and staff to complete the work.

Staff / No.	Billing Rate	Total Proposed Price													Direct Expenses	
		Staff Hours by Task Number														
	A	B	C	D	E	F	G	H	Total Hours				Labor Cost			
1	\$ 113.00	2	0	0	0	4	1	1	0	0	0	0	0	8	\$ 904	
2	\$ 122.00	4	0	0	0	8	2	2	0	0	0	0	0	18	\$ 2,196	
3	\$ 103.50	16	2	8	12	48	16	8	20	0	0	0	0	130	\$ 13,455	
4	\$ 83.00	0	0	4	4	8	0	0	0	0	0	0	0	16	\$ 1,328	
5	\$ 122.00	0	10	0	4	0	0	0	0	0	0	0	0	14	\$ 1,708	
6	\$ 73.50	0	0	0	0	28	0	0	0	0	0	0	0	28	\$ 2,058	
7	\$ 159.00	0	0	0	0	2	1	0	0	0	0	0	0	3	\$ 477	
8	\$ 55.00	0	0	0	0	0	4	0	0	0	0	0	0	4	\$ 220	
9		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
10		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
11		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
12		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
13		20	12	12	22	94	23	10	20	0	0	0	0	213	\$ 21,442	
14		\$ 500	\$ 200	\$ 100	\$ 2,500	\$ 100	\$ 200	\$ 100	\$ -	\$ 100	\$ 200	\$ 100	\$ -		\$ 3,700	

Project Total \$ 25,142

STANDARD FEE SCHEDULE

September 2010

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Principal	\$159.00/hr
Managing Professional	\$133.50/hr
Senior Professional II.....	\$122.00/hr
Senior Professional I	\$113.00/hr
Professional II	\$103.50/hr
Professional I	\$97.00/hr
Professional Intern	\$83.00/hr
Senior Designer	\$103.00/hr
Designer.....	\$89.00/hr
Senior Field Technician.....	\$89.00/hr
Field Technician.....	\$73.50/hr
CAD Operator	\$73.50/hr
Secretary.....	\$55.00/hr
1 Man GPS Surveying Services	\$162.50/hr
2 Man GPS Surveying Services	\$175.50/hr
Surveying Services.....	\$152.50/hr
Expert Legal Services.....	\$241.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

CAD generated monochrome plots.....	\$2.50 per ff ²
CAD generated color plots.....	\$4.50 per ff ²
Computer	\$15.00 per hr
Copy machine reproduction	\$0.10 per copy
Out-of-town per diem allowance (lodging not included)	\$35.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in September of each year. Mileage rate changes are based on fuel prices.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
HANSEN, ALLEN & LUCE, INC.**

This AGREEMENT, dated July 27, 2011, is made and entered into between Spanish Fork City (herein called OWNER) and Hansen, Allen & Luce, Inc., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one year term until either party terminates the Agreement as set forth in paragraph 6(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide engineering services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on September 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the 15th day of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000
 - Combined Single Limit \$1,000,000
 - 3) Automobile Liability
 - Combined Single Limit \$1,000,000
 - 4) Professional Liability \$2,000,000

5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the ENGINEER.
- C. The ENGINEER shall indemnify and hold harmless the OWNER, its agents, representatives, consultants and employees for all liability, other than that caused solely by the negligent acts, errors, or omissions of the OWNER.
- D. If the negligence or willful misconduct or both ENGINEER and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ENGINEER and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- E. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- F. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the ENGINEER under this AGREEMENT, or the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- G. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- H. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as "instruments of service" are the property of the ENGINEER. OWNER's use of the documents and other "instruments of service" on any other project is prohibited and the ENGINEER accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- D. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

13. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Steven C. Jones, P.E.
Hansen, Allen & Luce, Inc.
6771 S 900 E
Midvale, Utah 84047

OWNER: Chris Thompson, P.E.
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for Hansen, Allen & Luce, Inc.

By _____
Title _____
Date _____

By Richard M Noble
Title Principal
Date 7-27-11

ATTACHMENT A

**TASK ORDER NO. _____
TO
ENGINEERING SERVICES AGREEMENT**

OWNER: _____
Effective Date of Agreement: _____

THIS TASK ORDER NO. _____ TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the _____ day of _____, 20____, by and between OWNER and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: _____
The PROJECT SITE is located as follows: _____
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. _____.
3. FEES. OWNER shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated not-to-exceed fee of \$ _____ in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. _____. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. Design SERVICES associated with this TASK ORDER are anticipated to be completed within _____ calendar days following written authorization from the OWNER to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, OWNER and HAL have executed this TASK ORDER as of the date first above written.

OWNER: _____

HANSEN, ALLEN & LUCE, INC.

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____