

COMMISSION MEETING

MEETING

PACKET

DATE:

October 22, 2018



NOTICE AND AGENDA OF A MEETING OF THE KANE COUNTY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that the Commissioners of Kane County, State of Utah, will hold a **Commission Meeting** in the Commission Chambers at the Kane County Courthouse, 76 N Main St., Kanab Utah on **MONDAY October 22, 2018** at the hour of **10:00** am

CALL MEETING TO ORDER
WELCOME
PRAYER
PLEDGE OF ALLEGIANCE

PUBLIC COMMENT:

Three (3) Minute Time Limit per Speaker for Public Comments

REGULAR SESSION

1. VOCA (Victims of Crimes Act) Update / Devin Shakespear
2. Extending the Current contracts with Iron Rock Engineering and Civil Science Engineering / Shannon McBride
3. Lease Agreement for Kanab City Center for Angie Reidhead / Rob Van Dyke
4. Vote to appoint Wally Gibson to Long Valley Sewer Improvement District / John Livingston

Other Business:

- Reports
- Schedules
- Assignments
- Financial Policy and Internal Controls

Closed Session:

- Discussing an individual's character, professional competence, or physical or mental health.
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property.
- Discussions regarding security personnel, devices or systems.
- Investigative proceedings regarding allegations of criminal misconduct.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Karla Johnson at (435) 644-2458. Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Thursday, prior to the meeting.

AGENDA ITEMS

ITEM # 1

Voca (Victims of Crimes Act) update

Devin Shakespear

ITEM # 2

Extending the current contracts with Iron Rock
Engineering and Civil Science Engineering

Shannon McBride

Contract between Kane County and Iron Rock Engineering

<u>Type of Contract:</u>	Fixed Rate
<u>Contact:</u> Iron Rock Engineering Kane County	Technical: Iron Rock Engineering PO BOX 55 460 E. 300 S. Kanab, Utah 84741 Telephone: (435) 644-2031 Shannon McBride Administrator, Land Use Authority 76 North Main Street Kanab, UT 84741 Telephone: (435) 644-4966
<u>Project Title</u>	Engineering Services for Kane County Land Use Authority
Contract Amount	Hourly plus expenses

Iron Rock Engineering, a duly licensed engineering firm (see Proposal for Kane County Land Use Authority prepared by Iron Rock Engineering dated March 16, 2017) agrees to perform the services for Kane County (“Client”) upon the terms and conditions herein and contained in the Request for Proposals for Kane County Land Use Authority Engineering Services dated March 17, 2017.

Section A - Scope of Work

Kane County will require Iron Rock Engineering (the “Consultant”) to review all plans requiring engineering submitted to the Kane County Land Use Authority. Iron Rock Engineering will also work as a technical advisor to the Land Use Commission. On site consultation may be necessary as determined by the Land Use Authority Administrator.

Section B - Statement of Work

1. Iron Rock Engineering (the “consultant”) shall be responsible to ensure that all personnel are qualified through training, experience, and appropriate certification for the tasks assigned when doing work through the Request for Proposals (RFP).
2. Iron Rock Engineering shall conform to all applicable state and federal regulations as well as Kane County’s Land Use Ordinance and Standard Specifications and Drawing Details for Design and Construction.

Section C - Period of Performance

Contract shall be for a period of one year from signing date, with an additional one year option at Kane County’s discretion. Either party may dissolve contract with a sixty (60) day written notice without reason being given.

Contract shall commence May 21, 2018 and run through May 21, 2019

Section D - Consideration

In consideration of Iron Rock Engineering’s performance hereunder, Kane County shall pay Iron Rock Engineering (the Consultant) at rate of \$100.00/\$75.00 per hour as set forth in the proposal provided to Kane County by Iron Rock Engineering. (Section 6 of the Proposal/Hourly Fees).

Section E - Payment

Kane County shall make payments to the Consultant based upon invoices submitted by consultant. The invoices for services performed shall identify the cost for “in-person contact with sponsor” the cost for “preparation” and applicable expenditures (as identified in Section D - Consideration). Kane County shall pay the invoice within thirty (30) days after receipt of the invoice, by check payable to Iron Rock Engineering and delivered to:

Iron Rock Engineering
PO BOX 55
Kanab, Utah 84741

Section F - Termination

This Contract may be terminated by either party without reason being given. No termination may be effected unless the notice is given not less than 60 calendar day's written notice (by certified mail, return receipt requested) of terminating party's intent to terminate. In the event of such termination, Iron Rock Engineering shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by Kane County and Iron Rock Engineering. Such compensation shall not exceed the maximum amount payable for said work performed under this Contract.

Section G - Applicable Law

This Contract, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

Section H - Confidentiality

Iron Rock Engineering acknowledges that Kane County is a governmental entity and thus subject to the Utah Governmental Records Access Management Act. Section 63-2-101- et seq., Utah Code Ann. (1997 and supp 1998 as amended) (AGRAMA @ and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Contract, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides Kane County with records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide Kane County with a written claim of business confidentiality and a concise statement of reasons supporting such claim.

Section I - Integration Clause

The Parties agree that this Contract contains the entire Contract between the Parties and cannot be changed except by a written instrument subsequently executed by the Parties hereto.

Section J - Waiver

The Parties agree that any waiver of either parties' rights or remedies shall not be deemed a waiver of the rights or remedies that either party may have regarding a subsequent breach or default in any terms or conditions.

Section K - Hold Harmless and Indemnification Clause

Iron Rock Engineering (the "Consultant") on behalf of itself, its heirs, and assigns hereby agrees to hold harmless and indemnify Kane County for any acts, omissions, commissions or 3 other events, related to or arising out of this contract whether intentional or unintentional. Iron Rock Engineering (the "Consultant") hereby agrees to maintain a policy of error of omission insurance in an amount adequate to provide said indemnification at all times during the life of this

Contract.

Iron Rock Engineering agrees to carry "tail" insurance to cover undiscovered and/or unacknowledged errors and omissions for a term of five (5) years from the date of termination of this contract.

Section L - Consideration

This Contract is supported by good and valuable consideration tendered in kind by each party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representative effective as of this 22nd day of May, 2019.

KANE COUNTY
"Client"

Iron Rock Engineering

By: _____

By: _____

Signature

Signature

Name: _____

Name: _____

Dirk Clayson

(please print)

Chair, Kane County Commissioner

Title: _____

Date: _____

Date: _____

Contract between Kane County And Civil Science Engineering

<u>Type of Contract:</u>	Fixed Rate
<u>Contact:</u> Civil Science Kane County	Technical: Civil Science Infrastructure, Inc. 1453 S. Dixie Drive, Suite 150 St. George, UT 84770 Shannon McBride Administrator, Land Use Authority 76 North Main Street Kanab, UT 84741 Telephone: (435) 644-4966
<u>Project Title</u>	Alternate Engineering Services for Kane County Land Use Authority
Contract Amount	Hourly plus expenses

Civil Science Engineering, a duly licensed engineering firm (see Proposal for Kane County Land Use Authority prepared by Civil Science dated April 7, 2017) agrees to perform the services for Kane County (“Client”) upon the terms and conditions herein and contained in the Request for Proposals for Kane County Land Use Authority Engineering Services dated March 17, 2017.

Section A - Scope of Work

Kane County will require Civil Science Engineering (the “Consultant”) to review all plans that

have a “conflict of interest” due to Iron Rock Engineering being the clients engineer on the project submitted, requiring engineering reviews, submitted to the Kane County Land Use Authority. Civil Science Engineering will also work as a technical advisor to the Land Use Commission. On site consultation may be necessary as determined by the Land Use Authority Administrator.

Section B - Statement of Work

1. Civil Science Engineering (the “consultant”) shall be responsible to ensure that all personnel are qualified through training, experience, and appropriate certification for the tasks assigned when doing work through the Request for Proposals (RFP).
2. Civil Science Engineering shall conform to all applicable state and federal regulations as well as Kane County’s Land Use Ordinance and Standard Specifications and Drawing Details for Design and Construction.

Section C - Period of Performance

Contract shall be for a period of one year from signing date, with an additional one year option at Kane County’s discretion. Either party may dissolve contract with a sixty (60) day written notice without reason being given.

Contract shall commence May 21, 2018 and run through May 21, 2019

Section D - Consideration

In consideration of Civil Science Engineering’s performance hereunder, Kane County shall pay Civil Science Engineering (the Consultant) at rate of \$168.00/\$56.00 per hour as set forth in the proposal provided to Kane County by Civil Science Engineering. (Section 6 of the Proposal/Hourly Fees).

Section E - Payment

Kane County shall make payments to the Consultant based upon invoices submitted by consultant. The invoices for services performed shall identify the cost for “in-person contact with sponsor” the cost for “preparation” and applicable expenditures (as identified in Section D - Consideration). Kane County shall pay the invoice within thirty (30) days after receipt of the invoice, by check payable to Civil Science Engineering and delivered to:

Civil Science Infrastructure, Inc.
1453 S. Dixie Drive, Suite 150
St. George, UT 84770

Section F - Termination

This Contract may be terminated by either party without reason being given. No termination may be effected unless the notice is given not less than 60 calendar day's written notice (by certified mail, return receipt requested) of terminating party's intent to terminate. In the event of such termination, Civil Science Engineering shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by Kane County and Civil Science Engineering. Such compensation shall not exceed the maximum amount payable for said work performed under this Contract.

Section G - Applicable Law

This Contract, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

Section H - Confidentiality

Civil Science Engineering acknowledges that Kane County is a governmental entity and thus subject to the Utah Governmental Records Access Management Act. Section 63-2-101- et seq., Utah Code Ann. (1997 and supp 1998 as amended) (AGRAMA @ and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Contract, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides Kane County with records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide Kane County with a written claim of business confidentiality and a concise statement of reasons supporting such claim.

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Section J - Waiver

The Parties agree that any waiver of either parties' rights or remedies shall not be deemed a waiver of the rights or remedies that either party may have regarding a subsequent breach or default in any terms or conditions.

Section K - Hold Harmless and Indemnification Clause

Civil Science Engineering (the "Consultant") on behalf of itself, its heirs, and assigns hereby agrees to hold harmless and indemnify Kane County for any acts, omissions, commissions or 3 other events, related to or arising out of this contract whether intentional or unintentional. Civil Science Engineering (the "Consultant") hereby agrees to maintain a policy of error of omission

insurance in an amount adequate to provide said indemnification at all times during the life of this Contract.

Civil Science Engineering agrees to carry "tail" insurance to cover undiscovered and/or unacknowledged errors and omissions for a term of five (5) years from the date of termination of this contract.

Section L - Consideration

This Contract is supported by good and valuable consideration tendered in kind by each party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representative effective as of this 22nd day of October, 2018.

KANE COUNTY
"Client"

Civil Science Engineering

By: _____

By:

Signature

Signature

Name: _____

Name:

Dirk Clayson

(please print)

Chair, Kane County Commissioner

Title:

Date: _____

Date:

ITEM # 3

Lease Agreement for Kanab City Center for Angie
Reidhead

Attorney Van Dyke

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered by and between **Kane County and the Municipal Building Authority (“MBA”) (“Landlord”)** and **Angie Reidhead (“Tenant”)** effective **OCTOBER 1, 2018**. Landlord and Tenant may collectively be referred to as the “Parties.” The Parties agree as follows:

1. **PREMISES:** Landlord hereby leases the premises, more specifically a single room in the rear of the building commonly known as the **KANAB CITY CENTER** (the “Premises”) located at **37 N 100 E Kanab, Utah** (which room has previously been used/leased by Tenant), to Tenant.
2. **LEASE TERM:** The Lease will start on **OCTOBER 1, 2018** and will continue as a month-to-month tenancy until **APRIL 30, 2018**. To terminate tenancy the Landlord or Tenant must give the other party a written 30 day notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month’s full rent.
3. **LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Premises the amount of **\$800.00 dollars** each month **DUE on the 1st day of each month** **PAYABLE TO: KANE COUNTY, and** **DELIVERED TO: KANE COUNTY BUDGET OFFICE, 76 N MAIN ST, KANAB.** If the Lease Term does not start on the 1st day of the month or end on the last day of a month, the first and last month’s rent will be prorated accordingly.
 - 3.1. **UTILITIES:** Rent in the amount of \$800.00 includes all utilities for the room and usage of the space contemplated by this agreement.
4. **LATE CHARGES:** Rent is due on the **1st of each month**. If any or all of the rent is not received by the 5th of the month, Tenant will be deemed “LATE” and 10% (\$80) of the rent amount per day will be charged as late fees until full rental payment is received. If rent is not received by the 10th of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings may be initiated.
5. **INSURANCE:** Tenant shall maintain an insurance policy sufficient to cover any foreseeable claims that may result from her operation of a gymnastic/tumbling class. Such insurance shall include coverage for but not limited to personal injury, property damage, liability, catastrophic injury, and wrongful death.
6. **RESTRICTIONS.**
 - 6.1. Tenant shall be restricted to using and accessing the premises only between the hours from 6:00 a.m. and 10:00 p.m.
 - 6.2. Tenant will be responsible for any and all signs, pictures, and/or displays that are mounted on the premises walls and will be liable for any damages to the premise resulting from mounting any signs, pictures, and/or displays.
 - 6.3. Tenant will be responsible to ensure that during the “off season” months (May, June, July, and August) that all equipment is safely and properly stored in the southwest corner of the premises. **FURTHERMORE**, the Landlord is not responsible for any lost, stolen or damaged equipment that is stored on the premises.
 - 6.4. Tenant is restricted from using the gym for any reason other than for students to access the restrooms unless Tenant has appropriately scheduled use of the gym with the building manager.

- 6.5. Tenant shall advise and encourage all patrons of her business to use the parking spaces located in the rear of the building.
7. **CONDITIONS OF PREMISES:** Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition. If at any time during the term of this Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.
8. **WAIVER OF LIABILITY:** The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person occurring on or about or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. Tenant further agrees to hold the Landlord harmless from any liability for any loss, damage, or stolen property of the tenant that is kept, stored, or maintained on the leased premises.
9. **INDEMNIFICATION:** Tenant shall defend and indemnify the Landlord from and against all third party claims, actions, suites, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) which arise out of or relate to death, bodily injury, or loss of or damage to real property or result from any act or omission of the Tenant.
10. **GOVERNING LAW:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Utah for purposes of any suit, action or other proceeding arising out of this Agreement.
11. **DISPUTE RESOLUTION:** Any controversy, dispute or claim arising out of or relating to this Agreement, or the termination thereof shall, if not settled by direct negotiation between the parties, be subject to non-binding mediation. Any demand for mediation by either party shall be made in writing and served upon the other party and shall set forth with reasonable specificity the basis of the dispute and the relief sought. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the parties
12. **MISCELLANEOUS PROVISIONS.**
- 12.1. **SEVERABILITY:** In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms
- 12.2. **AMENDMENT:** This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by written document executed by the parties hereto.
- 12.3. **ENTIRE AGREEMENT:** This Agreement, including all schedules and exhibits (if any) attached hereto embodies the entire Agreement and supersedes all prior agreements and understanding other than what is contemplated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION

In witness, whereof, the parties have subscribed their names below and signed and dated this 1 day of October, 2018.

TENANT:
Tumble Tyme Gym
Angie Reidhead
Print Name
Angie Reidhead
Signature

LANDLORD (KANE COUNTY and/or M.B.A.)

County Commissioner (print name)

County Commissioner (signature)

APPROVED AS TO FORM:

Kane County Attorney

ITEM # 4

Vote to appoint Wally Gibson to Long Valley Sewer
Improvement District

John Livingston