

**AGREEMENT TO ALLOW CDL TESTS AT  
DESERET PEAK COMPLEX**

**AGREEMENT** made this 2<sup>nd</sup> day of October 2007, between **TOOELE COUNTY**, a body politic and corporate of the State of Utah, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and **BART ANDERSON**, 466 East Durfee Street, Grantsville, Utah, (hereafter referred to as "Anderson").

**RECITALS**

- A. Tooele County is a body politic and corporate of the State of Utah providing services for the general public at the Deseret Peak Complex (DPC).
- B. Anderson desires to conduct commercial driver license (CDL) tests in the parking lot at the DPC because there are no other large parking areas for practicing that meet the needs of the program.

**IN CONSIDERATION** of the mutual promises set forth in this agreement, it is hereby agreed by and between County and Anderson:

- A. County authorizes Anderson to conduct CDL test in the DPC parking lots, whether on the pavement or on gravel or dirt.
- B. Anderson will coordinate all CDL tests with the DPC director to ensure there are no activities scheduled at the complex that would interfere with or compromise the CDL test. Anderson shall not conduct such testing when other vehicles or persons are present in the area of the test. Anderson will comply with all requests and directions of the DPC director. All tests must be cancelled or relocated when the stability of the asphalt is in question.
- C. Each motor vehicle used for CDL tests shall be covered by liability insurance. Anderson will personally verify insurance coverage prior to any test.
- D. Anderson will pay County the sum of ten dollars (\$10.00) for each test performed under this agreement. Anderson will maintain a log showing the number, dates and times of the test, the names of those receiving the test, the owner of the vehicle

being used, the vehicle license number, and the insurance carrier and policy number. Anderson will allow County to inspect that log upon request at reasonable times. Payment to County will be made by Anderson on an annual basis in December for all tests conducted that year.


- E. Anderson's performance under this agreement will be entirely at Anderson's risk. Anderson agrees to indemnify County for any and all liability or loss arising in any way out of this agreement. In no way shall County be held liable to those receiving the tests allowed by this agreement, their heirs, successors or assigns, or to Bunson for any cause or action whatsoever.
- F. Either party may cancel this contract on sixty (60) days written notice.
- G. There is no employer-employee relationship created by this agreement. Anderson is a contractor independent from County.

**IN WITNESS WHEREOF**, the parties have executed this agreement at Tooele County, Utah.

**ANDERSON**

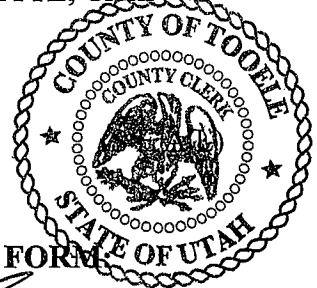
  
BART ANDERSON

**COUNTY**


  
COLLEEN JOHNSON, Chair  
Tooele County Commission

**ATTEST:**

  
MARILYN K. GILLETTE, Clerk



**APPROVED AS TO FORM**

  
DOUG HOGAN  
Tooele County Attorney