

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-34

A RESOLUTION ACCEPTING AN ANNEXATION PETITION FOR FURTHER CONSIDERATION (OLD COVENTRY ANNEXATION)

WHEREAS, UTAH CODE ANN. §§10-2-401 to -428 (the “*Act*”) constitutes the statutory framework for annexation of unincorporated areas of a county into an adjoining Utah municipality; and

WHEREAS, UTAH CODE ANN. §10-2-405(1)(a) provides that, upon a municipality’s receipt of an petition seeking annexation of an unincorporated area into that city, the city’s legislative body may either (a) deny the annexation petition (subject to certain statutory limitations), or (b) accept the petition for further consideration under the Act; and

WHEREAS, on 5 June 2014, a “Petition for Annexation” (the “*Petition*”) was filed with the city of Cottonwood Heights (the “*City*”) seeking annexation into the City of various parcels of real property located in the vicinity of Old Coventry Circle; and

WHEREAS, the municipal council (the “*Council*”) of the City met in regular session on 24 June 2014 to consider, among other things, accepting the Petition for further consideration as provided by the Act; and

WHEREAS, the Council has had the opportunity to review the Petition, which is on file with the City’s Recorder; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to accept the Petition for further consideration under the Act;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the Petition be, and hereby is, accepted for further consideration by the City as provided in UTAH CODE ANN. §10-2-405(1)(a).

This Resolution, assigned no. 2014-34, shall take effect immediately upon passage.

PASSED AND APPROVED this 24th day of June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-35

A RESOLUTION APPROVING AN AGREEMENT
FOR PLANNING AND CONSULTING SERVICES
WITH BLU LINE DESIGNS CORP.

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 24 June 2014 to consider, among other things, approving an agreement (the “*Agreement*”) with Blu Line Designs Corp. (“*Consultant*”) whereunder Consultant would provide landscape planning and other consulting services to the City as specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-35, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

Agreement for Planning and Consulting Services

THIS AGREEMENT FOR PLANNING AND CONSULTING SERVICES (this “*Agreement*”) is made effective __ June 2014 by **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”), and by **BLU LINE DESIGNS CORP**, a Utah corporation whose address is 45 West Segoe Lily Drive, Suite 500, Sandy, UT 84070 (“*Consultant*”).

RECITALS:

- A. City desires to obtain from a qualified expert planning and consulting services to master plan landscaping and site improvements for the purpose of beautifying the Fort Union Blvd. corridor between _____ and _____ East in the City (the “*Corridor*”).
- B. Consultant regularly provides such planning and consulting services.
- C. By this Agreement, City desires to retain Consultant, and Consultant desires to be retained by City, to perform the subject planning and consulting services on the terms and conditions specified herein.
- D. City and Consultant intend to identify herein the planning and consulting services to be performed for City by Consultant, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning the subject services. Consequently, this Agreement shall supercede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Scope of Services**. Consultant shall provide planning and consulting services (collectively, the “*Services*”) to City as reasonably directed by City for the purpose of developing a beautification master plan (the “*Plan*”) the Corridor, as contemplated by all applicable legal requirements and best practices.

The entire scope of the proposed Services are described in Consultant’s 16 May 2014 proposal (the “*Proposal*”) to City; provided, however, that the Services shall be rendered in an phased, iterative manner which includes the following steps: Research and input; presentation of Consultant’s findings to City’s staff and public bodies (such as City’s legislative body [the “*Council*”], planning commission and/or architectural review commission); collection of City’s input and direction; modification of plans; and reporting back to City, with that cycle continuing throughout the course of the entire project.

City shall be freely entitled to stop Consultant’s work at any stage of the Services if City determines that adequate information has been obtained or that such stoppage is warranted for any reason. In such event, and notwithstanding anything to the contrary in this Agreement or the Proposal, Consultant shall be entitled only to compensation due for Services rendered through

the effective date of such termination, and shall have no claim for any other payments or damages, all as explained more specifically below.

Subject to the foregoing, the Services shall include the following:

(a) Phases. The Services shall be divided into the phases, steps and work described in the Proposal.

(b) Public Meetings. Consultant shall attend and conduct such public “scoping,” and other, meetings as City reasonably may direct. City shall schedule and advertise all public meetings or hearings. It is anticipated that Consultant will make presentations at two or more public meetings for each of the aforementioned steps in order to receive public input and direction from City. All reasonable and final adjustments to the resulting Plan as directed by City will be made by Consultant prior to their final adoption/approval by City.

(c) Schedule. It is anticipated that the final Plan will be completed by _____ 2014. Consultant shall comply with such performance schedule for the component Services as City reasonably may direct upon reasonable prior notice to Consultant.

(d) Deliverables. Consultant shall provide all deliverables identified in the Proposal, as well as (i) at minimum, ten bound hard copies and three CDs of the Plan and the other results of Consultant’s Services, and (ii) such other documentation and deliverables as City reasonably may request.

(e) Other Services. Consultant shall perform other services and work as specified in the Proposal, or as may be mutually agreed to by the parties in writing.

If Consultant believes that any of the aforementioned Services merit payment of any additional fee beyond the Fee (defined below), then Consultant shall so inform City in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If City desires Consultant to proceed with any such additional services, City shall so inform Consultant in writing. Consultant may not perform any additional services, or seek compensation therefor, without City’s prior written consent.

Section 2. **Performance of Services**. Except as otherwise provided in this Agreement, Consultant shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. The Services shall be performed at Consultant’s offices and other mutually-agreeable places.

Section 3. **Compensation; Invoices; Remittance**. For satisfactory performance, City shall pay to Consultant the maximum amount of \$19,400 (the “Fee”).

(a) Invoices. Consultant shall invoice City for the Services performed during each calendar month at the end of that month or as soon as practical thereafter. All invoices submitted to City shall contain references to this Agreement. Invoices shall detail the Services performed and shall contain copies of all supporting documents or proof of any expenditures on behalf of City, and otherwise shall be in sync with the stage of completion of the Services outlined in the Proposal. Invoices for any approved additional services also shall specify the person(s) performing such services, the hours worked, the applicable hourly rate(s),

(b) Questioned Charges. Any questions or objections by City concerning Consultant's charges under an invoice for the any services shall be submitted within 30 days after City's receipt of the subject invoice.

(c) Remittances. Subject to subsection 3(b), all invoiced amounts due for Services performed shall be paid by City within 30 days after City's receipt of the subject invoice. If payment is not remitted or reasonably questioned to Consultant when due, Consultant shall be entitled to recover interest thereon at the rate of ten percent (10%) per annum from and after the date the remittance is due and payable.

Section 4. Change in Level of Services. City shall be freely entitled to modify (increase or decrease) the level of the Services hereunder by providing at least 15 days' prior written notice to Consultant of such change. Consultant's compensation shall be reasonably modified in connection with any such change.

Section 5. Suspension of Services. City shall have the absolute right to terminate the Services at any time without cost or liability to Consultant as provided in this Agreement. City also may by written notice direct Consultant to temporarily suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of Consultant, this Agreement may be modified to compensate Consultant for extra costs reasonably incurred as a result of said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within 20 calendar days after the date that City issues an order for resumption of the Services. Upon its receipt of any such suspension notice, Consultant immediately shall (a) discontinue the Services; (b) place no further orders or subcontracts in connection with the Services; (c) suspend all outstanding orders and subcontracts in connection with the Services; (d) protect and maintain the existing work and work-product in connection with the Services; and (e) otherwise mitigate City's costs and liabilities for the suspended areas of the Services.

Section 6. Termination for Convenience. City may terminate this Agreement, or any part hereof, at any time with or without cause prior to its completion by sending to Consultant written notice of such termination. Upon any such termination, City shall pay to Consultant the full amount due for all Services satisfactorily performed by Consultant as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

Section 7. Ownership of Designs and Drawings. All documents (whether printed or stored on paper or as electronic, magnetic, or digital information) produced or collected by Consultant in its performance of the Services (including, without limitation, original drawings, estimates, specifications, field notes and data) (collectively, the "*Documents*") are and shall remain the exclusive property of City. Conditioned only on City's payment to Consultant of the amounts due hereunder, at the conclusion of the Services or any earlier termination thereof Consultant shall deliver to City all Documents, whether or not complete. Consultant may, at its expense, reproduce for its own records the Documents so supplied to City. Consultant may not disclose, sell, use, publish or display any Documents or other information collected or produced in connection with its performance of this Agreement without City's prior written consent.

Section 8. Nondisclosure; Conflict of Interest. Consultant shall not divulge to third parties without City's prior written consent any information obtained from or through City in connection with the performance of this Agreement. Unless waived by City, Consultant shall

require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. Consultant shall safeguard the confidentiality of any information obtained from or through City in connection with the performance of this Agreement to the same extent as Consultant safeguards the confidentiality of its own proprietary or confidential information. Consultant and its subcontractors shall not act as a consultant in any matters adverse to City.

Section 9. **Compliance with Laws.** Consultant shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances, including, without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Consultant also shall comply with all applicable equal opportunity laws and regulations.

Section 10. **Patent and Copyright.** If Consultant's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the Services or as a result of performing the Services develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, or develop any process or the like (collectively, an "Innovation"), (a) such Innovation shall be the property of Consultant, but (b) Consultant shall grant or cause to be used for the benefit of City (or for City's own internal use) the Innovation for so long as City reasonably desires.

Section 11. **Independent Contractor.** Consultant shall perform the Services as an independent contractor, and all persons employed by Consultant in connection with this Agreement or the Services shall be employees of Consultant and not employees of City in any respect or for any purpose.

Section 12. **Assignment.** Consultant shall not assign this Agreement, or any part thereof, without City's prior written consent. Any attempted assignment in violation of this section shall be void from its inception.

Section 13. **Subcontracts.** Except for those subcontractors which are specified in Consultant's Proposal, Consultant shall not award any work to any subcontractor without City's prior written approval, which approval will not be given until (a) Consultant submits to City a written statement (containing such information as City may require) concerning the proposed award to the subcontractor, and (b) City has reasonably approved such proposed subcontract.

Consultant shall be as fully responsible to City for the acts and omissions of Consultant's subcontractors, and of persons either directly or indirectly employed by such subcontractors, in the same manner as Consultant is liable for the acts and omissions of its own employees. Consultant shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to Consultant by the terms and conditions of this Agreement insofar as applicable to the work of subcontractors, and to give Consultant the same power to terminate any subcontract as City may exercise over Consultant under this Agreement. Nothing in this Agreement, and no course of dealing, shall create any contractual relationship between City and any of Consultant's subcontractors.

Section 14. **Accounting and Auditing.** Consultant shall keep accurate and complete records in support of all remuneration paid hereunder. City, or its audit representative, shall have the right at any reasonable time(s) to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other

evidence of expenditures for the Services. Such records shall be available for one year after completion of the Services.

Section 15. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Consultant the exclusive right to perform any or all of the Services from time to time required by City.

Section 16. **Indemnification.** Consultant shall indemnify, save and hold harmless City (including its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, costs (including City's attorney fees) actions and/or proceedings resulting from Consultant's performance of the Services, whether such matters are based on simple negligence, conflict of interest, gross negligence, recklessness or intentional misconduct by Consultant (or any employees, subcontractors or agents of Consultant). In the event of a lawsuit brought against City as a result of the Services (or lack thereof), City shall notify Consultant of such lawsuit and afford Consultant the option of providing at Consultant's cost separate qualified legal representation to City (including its elected and appointed offices, employees, successors and assigns) that is reasonably acceptable to City. Consultant's failure to exercise its option to affirmatively defend City in such an action shall not excuse Consultant from responsibility to indemnify City from and against all liabilities, claims, damages, costs (including attorney fees) or other losses incurred by City in, or as a result of, such lawsuit, provided that the same are attributable to Consultant's improper performance of the Services hereunder.

Section 17. **Insurance.** Without limiting any obligations of Consultant, Consultant shall, prior to commencing work, secure and continuously carry insurance in accordance with the exhibit attached hereto, and shall furnish proof thereof satisfactory to City promptly when requested.

Section 18. **Professional Responsibility.** Consultant shall perform the Services using equal or higher standards of care, skill and diligence as normally provided by a professional in the performance of consulting services similar to those contemplated hereunder. Without limiting any other remedies available to City, if Consultant fails to comply with such professional standards, Consultant shall, upon notice from City, promptly re-perform the sub-standard work at Consultant's sole cost.

Section 19. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any unsatisfactory work. Neither examination of the Services, lack of the same, acceptance of the Services by City nor payment therefor shall relieve Consultant from its obligations under this Agreement regarding the quality and accuracy of the Services.

Section 20. **Progress.** Consultant shall submit periodic written progress reports as reasonably requested by City. City or its agents or representatives may visit Consultant's offices at any reasonable time(s) to determine the status of the Services.

Section 21. **Conflict Resolution.** Except as otherwise provided herein, in the event of a dispute between the parties regarding the Services which is not disposed of by agreement, the resolution of the dispute shall be decided by City, which shall provide written notice of its decision to Consultant. Such decision by City shall be final unless Consultant, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating

clearly and in detail the basis thereof. Consultant shall continue its performance of this Agreement during such resolution. If the parties do not agree, then the parties shall resolve the dispute pursuant to section 22 below.

Section 22. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Consultant shall continue to perform the Services during any such litigation and City shall continue to make payments to Consultant in accordance with the terms of this Agreement.

Section 23. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Consultant: Blu Line Designs Corp.
Attn. Cory Shupe
45 West Sege Lily Drive, Suite 500
Sandy, UT 84070

City: COTTONWOOD HEIGHTS
Attn. John Park, Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

Section 24. **City's Cooperation.** City will provide the following assistance to Consultant in connection with the Services:

(a) **Representative.** Designate a representative of City to act as Consultant's point of contact with respect to the Services.

(b) **Information.** Provide to Consultant access to all non-confidential information pertaining to the Services that is in City's possession or is reasonably available to City. Consultant shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

(c) **Staff Assistance.** Such support of City's staff as City determines, in its sole discretion, to make available to Consultant.

Section 25. **Conflicts.** In the event of inconsistencies within or between this Agreement, the Proposal or applicable legal requirements, Consultant shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more stringent requirements, either

or both in accordance with City's interpretation.

Section 26. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) **Time.** Time is the essence hereof.

(f) **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) **Litigation.** If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the

prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Resolutions of Governing Authorities. Consultant hereby represents that it has been duly authorized to enter into this Agreement by a resolution of its Board of Directors. City hereby represents that it has been duly authorized to enter into this Agreement by a resolution duly adopted by its Council

(n) Amendment to Exhibit. Section D(3) of the exhibit annexed hereto is amended to read in its entirety as follows, which shall control any conflicting provision in the exhibit:

DATED effective the date first-above written.

CONSULTANT:

BLU LINE DESIGNS CORP,
a Utah corporation

By: _____
Cory Shupe, President

CITY:

COTTONWOOD HEIGHTS

ATTEST:

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

Exhibit to Agreement for Planning and Consulting Services

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH THE CITY OF COTTONWOOD HEIGHTS

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.

2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.

3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.

4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

5. *Excess Liability*. \$10,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4824-3786-7035, v. 1

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-36

A RESOLUTION AUTHORIZING DISPOSAL OF PROPERTY NO LONGER NEEDED AS EVIDENCE AND/OR LOST OR MISLAID PROPERTY

WHEREAS, UTAH CODE ANN. §§24-3-101 to -104 (the “*Property Held As Evidence Chapter*”) establishes the procedures for disposal by a law enforcement agency of property no longer needed as evidence in connection with any public offense (collectively, “*Evidence*”); and

WHEREAS, UTAH CODE ANN. §§77-24a-1 *et seq.* (the “*Lost Or Mislaid Property Chapter*”) (the Property Held as Evidence Chapter and the Lost or Mislaid Property Chapter are collectively referred to herein as the “*Disposal Statutes*”) establishes the procedures for disposal of lost or mislaid property (“*Lost Property*”) that comes into the possession of a law enforcement agency; and

WHEREAS, the Cottonwood Heights Police Department (“*CHPD*”) has identified various items of Lost Property and Evidence (collectively, the “*Property*”) in its possession that are subject to disposition as provided in the Disposal Statutes and has requested the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) to acknowledge CHPD’s possession of the Property; to authorize CHPD to dispose of the Property; and to permit the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, the Council met on 24 June 2014 to consider, among other things, acknowledging CHPD’s possession of the items of Property described on the attached exhibits (the “*List*”); authorizing CHPD to dispose of such items of Property; and permitting the Property or its proceeds to be applied by CHPD to a public interest use, all as provided in the Disposal Statutes; and

WHEREAS, after reviewing the List, the Council acknowledges CHPD’s possession of the items of Property listed thereon and, after careful consideration, has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize CHPD’s disposal of such Property and to permit CHPD to apply the Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council acknowledges CHPD’s possession of the items of Property shown on the List; authorizes CHPD’s disposal of such Property; and permits CHPD to apply such Property or the proceeds thereof to a public interest use, all pursuant to the requirements of the Disposal Statutes and such additional noticing and other procedures as CHPD deems appropriate, in its discretion, to assure fairness and transparency

This Resolution, assigned no. 2014-36, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Absent
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

PROPERTY ROOM PICK UP
July 2014

COTTONWOOD HEIGHTS POLICE DEPT.
801-944-7100

SHEILA JENNINGS
801-944-7032

PR-SKU	DESCRIPTION	CASE #	SERIAL #	EVIDENCE #
1579-000580	Phones			
	Cricket Cell Phone	11X006230		111000052
	Samsung Cell Phone	12X001430	rpjbb10891t	120300059
	Cricket Cell Phone	13X003462		131200125
	Alcatel Cell Phone	13X007228		131200126
	Cell Phone	09X004207	710kphg0029505	90700054
	Cell Phone	13X006625	HT03TPB02931	131100087
1579-000581	Electronics			
	Mobile Charger	12X004488		120700195
	Headphones	12X005842		120900160
	Various Chargers	11X000463		110100176
	GPS	10X003999		100700046
	Laminator	12X007611	94064542	121200012
1579-000582	Tools			
	Power Screwdriver	12X004300		120700123
"	Wrench	12X005777		120900093
"	Leatherman	12X001349		120300024
"	Screwdriver	12X005100		120800153
"	2 cutters 1 crowbar	12X001349		120300021
"	2screwdrivers 2 pliers	14X000504		140100249
1579-000583	2 Folding Knives	12X005999		120900215
1579-000584	Flashlight	12X006487		121000137
1579-000585	KNIVES			
	knife	11X006230		111000053
	Snap on knife	12X001349		120300024
	Sew knife	12X001349		120300025
	Hana knife	12X001349		120300022
	Gerber knife	12X004831		120800064
	Tac Force knife	14X000504		140100249
1579-000586	Sunglasses	12X003633		120600174
1579-000587	Hat	12X007724		121200058
1579-000588	Black Bag	13X007258		131200139
1579-000589	Trader Joe's Bag	12X007550		121100335

PROPERTY ROOM PICK UP
July 2014

COTTONWOOD HEIGHTS POLICE DEPT.
801-944-7100

SHEILA JENNINGS
801-944-7032

1579-000590	Sharper Image Bag	12X007722		121200056
1579-000628	Airsoft Gun	13X000268		130100129
1579-000629	Holster	12X001741		120300147
1579-000630	Air Compressor	14X000183		140100159
1579-000631	Dremmel Tool Clamp	14X000183		140100156
1579-000632	Bag	14X000504		140100156
1579-000633	Tool Box - Dewalt	12X006156		121000028
1579-000634	Copper Wire	10X005520		100800147
1579-000635	Roadside Kit	11X005230		111000034
1579-000636	Backpack with CDs	11X005230		111000036
1579-000637	Hats	11x006230		111000037
1579-000638	Jig Saw	11X006230		111000037
1579-000639	2 Mikita Drills	13X004174	9426-7	130700063
1579-000640	Dewalt Drill	13X004174		130700058
1579-000641	Tool Bag with Tools	13X001353		130300042
1579-000642	Watch	13X004174		130700053
1579-000643	Husky Tool Bag	13X004174		130700050
1579-000644	Bower - Home Lite	11X006230	BML08852945	111000041
1579-000645	Bag & Sport Equipment	11X005230		111000040
1579-000646	Stihl Blower	13X004174	272114488	130700057
1579-000647	Table Router Bosch	13X004174	RA11712610007634	130700052
1579-000648	Husky Level	13X004174		130700061
1579-000649	Crowbar	Backpack		PREVIOUS CASE
1579-000650	Lug Wrench	Backpack		PREVIOUS CASE
1579-000651	Cash Box Safe	12X003497		120600076
1579-000652	Orange Tool Box with tools	11X006230		111000033
1579-000653	Tool Box and Air Tools	13X004174		130700055
1579-000654	Skil Saw	13X004174		130700059
1579-000655	2 Rigid Hand Routers	13X004174	CS104233426, CS104033211	130700051
1579-000656	Hammer Drill	13X001223	9040900173	130200242
1579-000657	Turbo Skill Torch	13X004174		130700056
1579-000658	Sears Brief Case	13X001223		130200244
1579-000659	Swiss Backpack	13X006654		131100111
1579-000660	Craftsman Toolkit	12X006156		121000027

PROPERTY ROOM PICK UP
July 2014

COTTONWOOD HEIGHTS POLICE DEPT.
801-944-7100

SHEILA JENNINGS
801-944-7032

1579-000661	Dell Computer in case	13X004174	GBJN5R1	130700065
1579-000662	Dewalt Saw	13X004174	3748	130700062
1579-000663	Tool Case	13X001223		130200246
1579-000664	Stanley Ratchet Set	13X004174	268738	130700054
1579-000665	Dewalt Circular Saw	13X004174	268738	130700054
1579-000666	Harley Backpack	13X006654		131100113
1579-000667	Leki Ski Poles	13X002194		130400207
1579-000668	Alpine Skis	13X002194		130400194

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-37

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT FOR THE METROPOLITAN NARCOTICS TASK FORCE

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Section 873(a)(7) of Title 21, USC, authorizes the Drug Enforcement Agency (the “*DEA*”) to enter into cooperative agreements with state and local governmental agencies; and

WHEREAS, the municipal council (the “*Council*”) of the city of Cottonwood Heights (“*City*”) met in regular session on 24 June 2014 to consider, among other things, approving City’s entry into a “Metropolitan Narcotics Task Force Agreement” (the “*Agreement*”) with the DEA and various other local and state governmental entities (collectively, the “*Agencies*”) with jurisdiction in Salt Lake County metropolitan area (the “*Metro Area*”); and

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Metro Area, and that such illegal activity has a detrimental effect on the health, safety and general welfare of the Metro Area’s residents; and

WHEREAS, the effective investigation and prosecution of drug offenses requires specialized personnel who are able to investigate on a cooperative arrangement; and

WHEREAS, the coordinated efforts of the Agencies can enhance the enforcement of laws against drug trafficking; and

WHEREAS, the Agencies are also parties to previously executed interlocal cooperation agreements regarding law enforcement, which are still in effect and will remain in effect during and after the expiration of the Agreement; and

WHEREAS, City and the other Agencies desire to update their existing agreements facilitating and formalizing cooperative working arrangements; and

WHEREAS, pursuant to the authority granted in the Interlocal Cooperation Act and federal law, City and the other Agencies desire to enter into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City’s residents to approve City’s entry into the

Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of City; and

BE IT FURTHER RESOLVED by the city council of the city of Cottonwood Heights that all prior actions of city officers and employees in executing and delivering the Agreement, and acting thereunder, are hereby ratified and confirmed.

This Resolution, assigned no. 2014-37, shall take effect immediately upon passage.

PASSED AND APPROVED this 24th day of June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

**METROPOLITAN NARCOTICS TASK FORCE AGREEMENT
SALT LAKE CITY, UTAH**

This AGREEMENT, made this ____ day of _____, 2014, by and between the following agencies: Drug Enforcement Administration (DEA), Salt Lake City, Unified Police Department of Greater Salt Lake, Utah Department of Public Safety, West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, Department of Corrections, Summit County Sheriff Office, and Cottonwoods Heights City, which, individually and collectively are sometimes referred to as “Participating Agency” or “Participating Agencies.” This agreement supersedes the previous “Agreement” dated July 27, 2007.

WITNESSETH:

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Utah, including the Salt Lake County Metropolitan and surrounding area which encompasses all of the Participating Agencies (herein the “Metro Area”); and

WHEREAS, such illegal activity has a detrimental effect on the health and general welfare of the people of the Metro Area; and

WHEREAS, the effective investigation and prosecution of controlled substance offenses requires specialized personnel, who are able to investigate on a cooperative arrangement; and

WHEREAS, the coordinated efforts of federal, state, and local law enforcement agencies can enhance the enforcement of laws against drug trafficking; and

WHEREAS, Sections 11-13-101, et seq., Utah Code Annotated, 1953 as amended, “Interlocal Co-operation Act,” authorizes public agencies to enter into agreements for providing joint governmental services, including law enforcement; and

WHEREAS, Title 21 USC 873 (a)(7) authorizes DEA to enter into this agreement; and

WHEREAS, the Participating Agencies are also parties to previously executed Interlocal Cooperation Agreements regarding law enforcement, which are still in effect and will remain in effect following the expiration of this agreement; and

WHEREAS, the Participating Agencies named below would like to update their existing agreements facilitating and formalizing cooperative working arrangements; and

WHEREAS, Cottonwood Heights City would like to join as a Participating Agency; and

WHEREAS, all of the parties hereto are public agencies, as defined by the Interlocal Co-operation Act;

NOW, THEREFORE, the Participating Agencies do mutually agree, pursuant to the Interlocal Co-operation Act, as follows:

1. GENERAL PURPOSE OR MISSION STATEMENT.

The Drug Enforcement Administration (DEA) is a component of the United States Department of Justice responsible for enforcing the Controlled Substances Act of 1970 as amended. The DEA combines its resources with the expertise, abilities and knowledge of state and local officers as well as their inherent familiarity with their jurisdiction by forming local task forces. Task Forces in turn produce effective drug law enforcement investigations by combining resources and talent, exponentially increasing the efficiency and effectiveness of all Participating Agencies. In cooperation with this Task Force’s fiduciary organization — Murray City, The Metropolitan Narcotics Task Force (herein the “Task Force”), originally created by a prior Interlocal Agreement and herein reconstituted shall perform the activities and duties described below:

- (a) Disrupt illicit drug trafficking in the State and Metro Area by immobilizing, dismantling, and disrupting targeted multi-tiered organizations and individuals involved in the production, distribution, transportation, selling, or trafficking of illicit substances;
- (b) Gather, report, and exchange intelligence data, to include financial data and derivative information, with the Participating Agencies relating to trafficking in narcotics and dangerous drugs; and
- (c) Conduct undercover operations, where appropriate, and engage in such other traditional methods of investigation, as necessary, so that the Task Force’s activities result in effective prosecution before the courts of the United States or the State of Utah, or other jurisdictions, as determined by the Task Force in consultation with the prosecuting attorney.

2. TASK FORCE PARTICIPATION.

- (a) Membership Appointment. To accomplish the above, each Participating Agency, through its law enforcement Department, will provide one or more experienced officers (herein the “Task Force Officers” or “TFO’s”) to the Task Force, for a period of not less than two years, as follows:

<u>Agency Law Enforcement Department</u>	<u>Number of Task Force Officers/Agents Currently Provided:</u>
Drug Enforcement Administration	21
Salt Lake City Police Department	8
Unified Police Department	1
Utah Department of Public Safety	1
West Valley City Police Department	1
Murray City Police Department	1
Sandy City Police Department	1
Summit County Sheriff Department	1
West Jordan City Police Department	1
South Jordan City Police Department	0

- (b) New Member Approval. Any public agency within Salt Lake County and regional area may apply for membership to the Task Force. The Executive Board may only accept an applicant by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

3. TASK FORCE ADMINISTRATION.

- (a) DEA Operational Control. During their period of assignment, Task Force Officers and DEA Special Agents shall be under the operational control and supervision of the DEA's Assistant Special Agent in Charge for the Salt Lake City District Office (herein the "ASAC"). The ASAC shall work directly with the Task Force Executive Board.
- (b) Organizational Chart. Organization of the Task Force shall be organized according to an organizational chart developed through the cooperative efforts of DEA and the Task Force Advisory Board. The organizational chart shall include first and second line supervisors, who each shall report to the ASAC through an established chain-of-command. The ASAC or his/her designee will maintain a copy of the current organizational chart.
- (c) Deputy Director. A Deputy Director for Task Force Operations (herein the "Deputy Director") will be appointed by the Executive Board, established pursuant to paragraph 6 of this Agreement, after first obtaining the non-binding advice or recommendation of the ASAC. The Deputy Director shall support the ASAC in the administration of the Task Force's funding and operational matters, as well as other assignments deemed appropriate by the ASAC.
- (d) Policy Formulation. The overall policy for the Task Force shall be established by the DEA and the Task Force Executive Board.

4. HOST FUNDING AGENCY.

There shall be one Host Funding Agency (HFA), which initially is designated as Murray City. The Executive Board may designate an HFA only at the beginning of a fiscal year. The HFA shall be one of the Participating Agencies and shall provide the following ministerial functions:

- (a) Grantee. The HFA is authorized to be, and shall be, the recipient of any grant money awarded and shall receive the funds in trust directly for distribution to the Task Force. The Task Force and the HFA share the responsibility for ensuring that the project described in the application is successfully carried out, including ensuring the funds expended are expended for only eligible activities.

- (b) Procurement. The Task Force hereby adopts the relevant procurement procedures of the HFA Murray City, and shall consult with the HFA in all procurement matters. The Task Force may consult with HFA employees regarding any interpretation of procurement procedures, but it remains ultimately responsible for properly following the procedures. Any Federal funds expended by MNTF will be accomplished in accord with the Federal Guidelines for Equitable Sharing, controlling regulation, policy, and/or statute as applicable.
- (c) Fiscal Issues. The HFA shall accept all funds, whether from grant monies, forfeited cash, or other sources and is responsible for fiscal accountability and required financial reporting.
- (d) Personnel. The personnel policies of each Participating Agency shall be applied to the administration and conduct of their assigned personnel. Each Participating Agency understands that their personnel shall follow the direction and supervision of superior Task Force personnel and that policies of general application to all employees assigned to the Task Force will apply. In the absence of a specific personnel policy or procedure addressing a particular question or issue, the policies and procedures of the HFA will be consulted for guidance. DEA policies and procedures will apply to its assigned personnel.
- (e) Reimbursement. The HFA shall be entitled to reimbursement of expenses annually to offset reasonable expenses incurred. This reoccurring expense will be authorized by the Executive Board and annual payment will be approved in accordance with Section 8 of this agreement.

Except for the ministerial functions stated herein, the HFA has no other authority or responsibility above or beyond those shared by all Participating Agencies.

5. THE ADVISORY BOARD.

An Advisory Board shall be organized. Only the Chief Law Enforcement Officer of each Participating Agency or its designee shall be a member of the Advisory Board; provided that the ASAC shall also be a member of the Advisory Board. The Advisory Board shall meet on a quarterly basis to discuss Task Force business and to receive reports on the enforcement, administrative, and financial aspects of the Task Force from the ASAC and the Executive Board. The Advisory Board may also make recommendations to the Executive Board.

6. THE EXECUTIVE BOARD.

- (a) Permanent Members. The Board shall consist of five permanent members: the ASAC, the Chief of the Salt Lake City Police Department, the Sheriff of the Unified Police Department of Greater Salt Lake, the Director of the Utah Department of Public Safety, and the Chief Law Enforcement Officer of the HFA of the Task Force.

- (b) Elected Members. Two additional members of the Executive Board shall be selected from the Advisory Board by a majority vote of the Executive Board. Those two members, who shall be the Chief Law Enforcement Officers of Participating Agencies, shall serve on the Executive Board for a two year period, at which time they shall be replaced by two other members selected by and from the Advisory Board; however, a member whose term has expired may be re-appointed by a 2/3 majority vote of the Advisory Board.
- (c) Duty to Represent Agency. Each Executive Board member is also the primary representative of his or her Department on the Advisory Board.
- (d) Agency Representation; Attendance. Each Participating Agency shall be represented on the Executive Board only by those agency heads designated in this Agreement. Prolonged absence by any Executive Board member from the Executive Board shall be handled between the Executive Board and the absentee to insure proper representation at the Executive Board level.
- (e) Board Chairperson Election; Duties. An Executive Board Chairperson shall be selected by the members of the Executive Board, from its members, to serve in the position for a two-year period, beginning every January of even numbered years. The Executive Board Chairperson shall be the chief spokesperson for the Executive Board and shall chair all Executive Board meetings and Advisory Board meetings.
- (f) Board Function. The function of the Executive Board is to govern and regulate the Task Force with input from the Advisory Board. The Executive Board shall address policy matters and the resolution of jurisdictional or operational problems, which are beyond the ability of the ASAC. Operational matters, such as the selection of investigative targets, the timing and location of investigations, and the selection of investigative techniques shall be the responsibility of the ASAC.
- (g) Voting; Quorum. Five (5) members of the Executive Board in attendance at Executive Board meetings shall constitute a quorum. The Executive Board may take any action permitted by this Agreement if a quorum is present and there are not less than four (4) affirmative votes. Any action voted upon by less than a majority of the full seven member Executive Board shall not take effect until the next meeting of the Executive Board where a quorum is present and where it shall be subject to ratification by a majority of those present. Telephonic or electronic voting is acceptable.

7. TASK FORCE OFFICERS AND AGENTS.

- (a) Deputized by DEA. In accord with DEA policy and procedures, officers of each Participating Agency assigned to the Task Force may be deputized by the DEA as TFO's, pursuant to Title 21, United States Code, Section 878. Law Enforcement officers of participating Federal law enforcement agencies shall be cross-

designated by DEA to undertake Title 21 investigations, operating under the supervision of DEA.

- (b) Federal Employee Duties/Obligations. The Participating Agencies acknowledge and understand that, when an official or officer of a Participating Agency is deputized as a Federal law enforcement employee under Title 21, he or she becomes a Federal employee for certain purposes as provided in 21 USC 878, 5 USC 3374 (c) or successor provisions. In particular, a deputized official or officer is covered by the Federal Tort Claims Act (FTCA). 28 USC 2671-2680 or successor provisions. Under the FTCA, the United States of America may be liable for the negligent actions or inactions of an employee acting within the scope of their Federal employment, including their operation of motor vehicles or their conduct of operational or investigative activities in accord with established agency policies or procedures.
- (c) Duty Assignments; Agent Removal. The ASAC has authority to assign and reassign personnel, as he or she feels necessary, including Task Force Officers and Special Agents to the various divisions of the Task Force. However, the officers assigned to the Task Force may be removed from the Task Force by their Participating Agency at its exclusive discretion; however, removal can also occur at the request of the ASAC, after consultation with the Participating Agency, due to difficulties in the officer's performance or issues with the officer's conduct. Any officer removed should be replaced by another experienced officer within thirty (30) calendar days.
- (d) Duty Assignments. Assigned officers are to report daily to the Task Force facility to which they are assigned. Any exceptions should be reported to and arranged with the approval of the first-line supervisor.

Agencies also recognize that each Task Force Officer or Special Agent is assigned to the Task Force on a full-time basis with all direct supervisory authority being undertaken by the Task Force supervisory organization and chain of command. Therefore, any request by Participating Agencies or Federal agents for the temporary return of a Task Force deputized officer for a special operation or special limited assignment shall be directed to and coordinated with the second-line Task Force supervisors.

- (e) DEA Policy/Procedures Applicable. All officers assigned to the Task Force shall adhere to DEA enforcement policies and operational procedures together with those established by the Executive Board. They shall also utilize the DEA reporting and record keeping systems, as determined by the ASAC.

This policy insures the ability of the Task Force to elect prosecution in either state or Federal courts, as determined by the Task Force in consultation with the prosecuting attorney. Failure to adhere to these policies and procedures shall be grounds for dismissal from the Task Force.

Each officer assigned shall also be subject to their individual Department's rules and regulations, to the extent that they are not inconsistent with DEA policy or procedure.

- (f) Training Disciplinary Action. All Task Force officers assigned shall be trained in applicable policies and procedures by the DEA. However, each Participating Agency assigning personnel to the Task Force retains the right to investigate and independently undertake disciplinary action, regarding its own officers. The Task Force and other Participating Agencies shall render full and complete cooperation in resolving each such investigation.
- (g) Vacation/Leave Time/ Travel. Task Force Officers shall submit applications for leave to their first-line Task Force supervisor, including request for annual leave, sick leave, compensatory leave, or other types of leave. The first-line supervisor shall approve leave when reasonable and compatible with the service needs of the Task Force. Copies of Task Force leave records shall be maintained at the Task Force for review by the Participating Agencies of Task Force Officers.

All out-of-town travel for Task Force Officers on official Task Force business shall be coordinated and approved by the first and second-line supervisors.

The leave of second-line supervisors shall be approved by the ASAC.

- (h) Weapons Policy. Task Force Officers shall not routinely carry DEA weapons; however, they may do so when a DEA weapon is issued to a TFO, after confirmation and verification that the TFO is qualified to handle that weapon. All Task Force Officers shall be certified as proficient with their Participating Agency and assigned firearm according to the policies of their Participating Agency. Task Force Officers shall also qualify on the firearms range with their DEA counterparts at times to be determined by the ASAC.
- (i) Compensation. Each Participating Agency shall continue to be responsible for establishing and paying the base salary and benefits of their personnel assigned to the Task Force. Participating Agencies in the Task Force are eligible to receive reimbursement of overtime expenses for their Task Force Officers from DEA and/or from grant monies. The amount of reimbursement shall be governed by existing policies and guidelines.

8. FINANCE AND OPERATIONS.

- (a) Funding. Funding for the operation of the Task Force will primarily come from four separate and unequal sources, namely: 1) grant monies from the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA); 2) grant monies from the Bureau of Justice Assistance (BJA); 3) Participating Agencies in the Task Force, and 4) DEA, consistent with then applicable policy and procedures. When appropriate, other funding sources will also be sought.

- (b) Spending Authorization. In response to recommendations made in the May 12, 2014 audit of the Metro Narcotics Task Force asset forfeiture funds from the Department of Justice, Office of Inspector General, Asset Forfeiture and Money Laundering Section this document will serve as a spending authority for non-grant funded task force related expenses.

The Deputy Director is authorized to make payments from the “Chiefs” fund as necessary to pay for regularly occurring bills. These bills include, but are not necessarily limited to, the following:

- Vehicle lease
- Communication and surveillance costs, i.e., air cards, modems, cellular service, office internet and phone service
- Fuel cost for unassigned and special purpose vehicles
- Equipment maintenance to include emergency equipment for newly leased vehicles as well as computer and printer repair
- Awards and plaques for outgoing personnel
- Yearly outside audit costs as required by federal and state law
- New task force officer basic supply kits
- Basic office supplies not covered by grant money
- Annual shooting range fees
- Balance of 5% equivalent of the HIDTA Grant award for administrative costs to fiduciary, not to exceed 20,000 per year.

Assuming that funds are available, these bills may be paid without any further approval from the Executive Board.

The Executive Board also authorizes without prior approval the following expenses with a spending limit not to exceed \$50,000.00 per category per year as deemed necessary by Deputy Director:

- Small equipment purchases not to exceed \$3,500.00 per purchase
- Confidential funds for case related undercover buys
- Overtime which is strictly case related when grant money is expended
- Travel which is strictly case related when grant money is expended

Approval by the Metro Narcotics Task Force Executive Board is required for the following expenditures without exception:

- Training and non-case related travel
- Equipment purchases over \$3,500.00

- (c) Partial Participation. Notwithstanding the inability of any Participating Agency to fully participate financially or with personnel resources, partial participation by any Participating Agency shall entitle that agency to participate in the Task Force, at a reduced level.

- (d) Budgeting: Agency Funding Assessments. Budgetary matters, including grant applications, shall be discussed in advance with the Chairperson, who will present such matters to the Executive Board and/or Advisory Board. By the 15th of February each calendar year, the ASAC and Deputy Director shall prepare a proposed budget for Task Force funding for the next fiscal year (July 1 – June 30).

It is anticipated that grant monies and outside funding mechanisms shall cover all operating costs and expenses; however, if those anticipated resources are not adequate the proposed budget shall include a proposed assessment schedule for Task Force members. That document shall be delivered to the Executive Board Chairperson for review and adoption by the Executive Board at their next regular Executive Board meeting.

Subject to appropriation of funds by each Participating Agency legislative body, assessments shall be paid within thirty (30) calendar days of the beginning of the fiscal year (July 1 – June 30), unless other arrangements are made with the approval of the Executive Board.

- (e) No Debt Created. Nothing in this Agreement is intended to bind future governing bodies of any Participating Agency to any level of financial participation.
- (f) Grant Applications. The ASAC and Deputy Director shall be responsible for the preparation of an application for HIDTA and BJA Grant monies, if available, by the deadline imposed for submission of said applications on an annual basis. Said applications shall be submitted to the Commission on Criminal and Juvenile Justice and Rocky Mountain HIDTA for consideration.
- (g) Participating Agency Funding. Matching funds provided by the Task Force Participating Agencies, as approved by their governing bodies and exclusive of DEA, shall be added to those BJA funds granted the Task Force according to BJA regulations.
- (h) HIDTA and BJA Funding: Agency Reimbursements. A combination of HIDTA and BJA funds, including the matching portion, shall be utilized to underwrite the costs of Task Force operations. These funds include, but are not limited to, reimbursement to Participating Agencies for their payments made to Task Force Officers for: overtime; Task Force operational costs; evidence and information purchases; Task Force Officer vehicle leases where appropriate; training; and travel. Overtime costs shall be the Participating Agencies actual overtime costs and shall be reimbursed to the Participating Agency, only after completion and submission of appropriate forms to the Task Force. All overtime shall be verified and approved by the first-line supervisor.
- (i) Record Retention; Audit Cooperation. The Task Force shall permit and have ready for examination and auditing by the DEA, U. S. Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents

(including representatives from HIDTA and the Bureau of Justice Assistance and those administering that program for the State of Utah), any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. The Task Force shall maintain all such reports and records until all audits and examinations are completed or resolved, and as defined by State and Local laws.

- (j) No Reimbursement for Indirect Costs. In no event shall the Task Force Participating Agencies charge any indirect cost rate to DEA for the administration or implementation of this Agreement.
- (k) DEA to Provide Office Space; Rental of Additional Space. Provided space is available, DEA shall provide office space within the existing DEA office, without charge to the Task Force or Task Force Officers, supervisors and support staff. Additional office space may be rented, with the approval of the Executive Board using grant monies, if available and as appropriate. Any increase in support services, such as (but not limited to) alarm, security, and telephone systems may be paid for with grant monies or local funds.
- (l) Procurement Policies. The Task Force may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Executive Board, including legal and accounting services.
- (m) Radio Communication. DEA shall provide DEA radio communications equipment to the Task Force Officers sufficient to accomplish their mission. Participating Agencies shall provide local law enforcement radio communications equipment for their Task Force officer(s). The Task Force may provide local law enforcement radio communications for those Task Force personnel whose Participating Agency cannot provide such equipment.
- (n) Duty of Participating Agency to Provide Equipment. Each Participating Agency shall provide its Task Force Officer representative with the basic equipment necessary to carry out the responsibilities performed by its employees.
- (o) Task Force Duty to Provide Transportation; Agency Duties. The Task Force, utilizing grant monies or local funding, shall provide automobiles for the Task Force Officers assigned to the Task Force. Gasoline, insurance coverage, maintenance, and repairs shall be underwritten by the Task Force Officer's Participating Agency, utilizing that agency's own funds.
- (p) Reports; Evidence Procedures. Protocols for Task Force report writing, drug and non-drug evidence handling procedures, investigative techniques, financial expenditures, property procurement, and administrative support actions shall be under the direction of the ASAC.

9. PARTICIPATING AGENCY REQUESTS.

Each Task Force Participating Agency recognizes that from time to time, it may require the services of the Task Force Officers or Special Agents assigned to the Task Force. Any such utilization shall be requested through the first-line supervisor, as provided in Section 7(d), above.

It is understood that the ASAC shall maintain his or her responsibility in supervising regular DEA matters separately and independently from the Task Force. That supervision includes carrying out DEA assignments with DEA investigative and support employees.

10. TASK FORCE GEOGRAPHICS AND TRAVEL.

The regular jurisdiction of the Task Force shall be the geographical area of Salt Lake County and the regional area. Investigations that require the travel of investigative personnel beyond those geographical areas shall be conducted with the approval of the second-line supervisor.

11. PRESS RELEASES.

Any press releases made as a result of the activities of the Task Force shall be done in conjunction with the standards and regulations adopted by the U.S. Department of Justice and the DEA. Any press release made as a result of the activities of the Task Force that involve state prosecution shall be done in conjunction with the policy adopted by the Executive Board, in consultation with the ASAC. The Executive Board Chairperson shall be the press spokesperson for the Advisory Board and Executive Board.

12. TASK FORCE DISBANDMENT; FORFEITED ASSET SHARING.

- (a) Disbandment. Upon disbandment of the Task Force, all purchased equipment and unobligated seized assets shall be distributed to the Participating Agencies based upon a formula of said Agencies economic support to the Task Force, utilizing personnel costs and financial commitments. Personnel costs shall be determined utilizing a standard salary survey of the Participating Agencies.

Assets seized as a result of Task Force investigations with other agencies shall be shared equitably among the Task Force and the other agencies involved in the investigation, pursuant to the Attorney General's Guidelines on Seized and Forfeited Property, in effect as of the date of distribution. Any Task Force investigation, resulting in Federal forfeiture of traffickers' assets, the ASAC shall recommend in the DAG Form 72, "Application for Transfer of Federally Forfeited Property," or its successor form, an appropriate percentage of sharing to be directed to the Task Force Asset Fund, under the control of the Host Funding Agency for the Task Force.

- (b) Alternative Distribution. The Executive Board Chairperson, in conjunction with the DEA ASAC and with a majority concurrence of the Executive Board, may decide to distribute funds from the Asset Account to Participating Agencies,

based on the number of personnel each Participating Agency has assigned to the Task Force.

- (c) DOJ Approval Required. All parties to this Agreement acknowledge, however, the disposition of assets forfeited under Federal law, is within the discretionary authority of the United States Department of Justice.

13. COMPLIANCE WITH FEDERAL ADMINISTRATIVE REGULATIONS.

- (a) No Discrimination. The Participating Agencies shall comply with all requirements imposed by or pursuant to the regulations of the Department of Justice (28 CFR Part 42, Subparts C, D, and G), relating to discrimination on the basis of race, color, creed, sex, age, or national origin and equal employment opportunities.
- (b) Verification of Drug Free Work Place. The Participating Agencies shall agree to execute and return to DEA OW Form 4061/3, "Certification Regarding Drug-Free Workplace Requirements." The Participating Agencies shall also submit a signed OFP Form 406 1/2, "Certification Regarding Disbarment, Suspension," and other responsibility matters.

14. TERM OF AGREEMENT

The term of this Agreement shall be from the date of signature by representatives of the parties to June 30, 2021. Participation in this Agreement may be terminated by any Participating Agency on thirty (30) calendar days advanced written notice to the remaining Participating Agencies. Further, this Agreement may be terminated by the DEA or by a majority vote of the total membership of the Executive Board and upon thirty (30) calendar days advanced written notice to the Participating Agencies.

15. INSURANCE.

Each Participating Agency shall be solely responsible for providing workers' compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

16. IMMUNITY ACT DEFENSES.

The Participating Agencies are governmental entities as set forth in the Utah Governmental Immunity Act, or its successor provisions, and/or covered by the FTCA, as discussed in Paragraph 7(b). It is mutually agreed that the Participating Agencies are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees, except as may be covered by the FTCA as discussed in paragraph 7(b) above. The Participating Agencies do not waive any defenses otherwise available under the

State or Federal law, nor does any Participating Agency waive any limits of liability provided by law. Any immunity and damage caps are expressly preserved and retained.

17. CLAIMS AND LIABILITY WAIVER; INDEMNITY OF OTHER PARTICIPATING AGENCIES.

To the extent permissible by Federal or State law, policy, or procedure, each Participating Agency waives all claims against the other Participating Agencies arising out of any loss, damage, personal injury, property damage, or death to employees or property of the Participating Agencies hereto occurring as a consequence of providing or not providing services, under the terms of this Agreement. This paragraph shall in no way limit, modify or abrogate the Participating Agencies right to indemnification provided for in this Agreement.

To the extent permitted by state law, the participating state and local agencies agree to indemnify each other and hold each other harmless.

The participating federal agencies acknowledge that the United States is exclusively liable for personal injury, property damage, or death caused by the wrongful actions or failures to act of its employees to the extent provided by the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671-2680.

18. NO CREATION OF SEPARATE LEGAL ENTITY.

No interlocal entity, as defined in Utah Code 11-13-102(9), is created by the terms of this agreement.

19. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is found to be invalid, the remaining portions of this agreement shall remain in effect and interpreted in a manner consistent with the goals and terms of this agreement as jointly resolved by the Participating Agencies.

20. THIRD-PARTIES.

This Agreement is not intended and shall not be construed to benefit persons or other entities not named as a Participating Agency herein.

21. TITLES AND CAPTIONS.

The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY.

No Participating Agency shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Participating Agencies.

23. NOTICES.

All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address the Participating Agency may designate, or by fax to the fax number the Participating Agency may designate, and (concurrently) sent by first class mail to the Participating Agency and to the Participating Agency's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail, addressed to the Participating Agency at the address the Participating Agency may designate, return receipt requested. Unless otherwise designated the Notice addresses are as listed on attached Exhibit "A."

24. ADDITION OF PARTICIPATING AGENCIES.

With the approval of all Participating Agencies, additional agencies, organizations, and entities may join this Task Force. The addition of any Participating Agency will not require the renegotiation of this agreement. The new Participating Agency need only execute a separate Agreement and provide a copy of their execution to the HFA.

25. EXECUTION.

Each Participating Agency shall ensure that this Agreement is executed by a duly authorized official. Each Participating Agency agrees that there will be no need for each department to execute on the same signature page. Instead, affixing the signature on any signature page that is subsequently and promptly returned to the HFA shall be deemed valid and enforceable.

26. WITHDRAWAL.

A Participating Agency may withdraw from this Agreement at any time with thirty (30) days written notice to the Executive Board and the HFA.

27. AGREEMENT SUPERCEDES PREVIOUS AGREEMENTS.

This Agreement replaces the prior Drug Task Force Agreements between or among the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies hereto have signed this Agreement as of the date executed by the ASAC.

28. CONCLUSION.

Nothing in this agreement is intended to create any substantive or procedural right, privileges, or benefits enforceable in any administrative, civil, or criminal matter by any prospective or actual witnesses or parties. *See United States v. Caceres*, 440 U.S. 741 (1979).

EXECUTION

Metropolitan Narcotics Task Force Agreement.

Agreed this ____ day of _____, 2014 for _____.

FOR THE STATE OF _____

ATTEST

Chief or Authorized Agency Rep.

Print Name

Recorder
Signature: _____

Print Name: _____

Approved as to legal form and compliance with applicable law.

Agency attorney, if required

Date _____

Print Name

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-38

A RESOLUTION CONSENTING TO REAPPOINTMENTS TO THE ARCHITECTURAL REVIEW COMMISSION

WHEREAS, section 19.49.020 of the COTTONWOOD HEIGHTS CODE (the “Code”) establishes an “architectural review commission” (the “ARC”) for the city of Cottonwood Heights (the “City”), responsible for, *inter alia*, reviewing and making recommendations on all development, whether commercial or residential, proposed for the City’s Gateway Overlay District; and

WHEREAS, the Code provides that the ARC consists of at least five regular members and two at-large, alternate members appointed for staggered two-year terms by the City’s manager (the “Manager”) with advice and consent of the City’s city council (the “Council”); and

WHEREAS, the Council met on 24 June 2014 to consider, among other things, (a) the reappointment of three members to the ARC to fill the vacancies resulting from the expiration of the current terms of office of such members, and (b) ratifying and consenting to the current composition of membership of the ARC; and

WHEREAS, the Manager has nominated **Niels E. Valentiner, Robyn Taylor-Granda and Stephen K. Harman** to fill the vacancies on the ARC resulting from expiration of the current terms of office of such members; and

WHEREAS, the Council has given advice for the reappointment of such individuals to the ARC; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to consent to the reappointments to the ARC proposed by the Manager;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council hereby consents to the reappointment of **Niels E. Valentiner** and **Robyn Taylor-Granda** as regular members of the ARC, and of **Stephen K. Harman** as an alternate member of the ARC, and hereby ratifies and consents to the status of the following individuals as all of the members of the ARC as of the effective date of this resolution for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
Scott E. Chapman	1 May 2015
Jonathan Jan Oldroyd	1 May 2015
Robyn Taylor-Granda	1 May 2016

Niels E. Valentiner 1 May 2016
Laura McCoy 1 May 2015
Scott Peters (Alternate) 1 May 2015
Stephen K. Harman (Alternate) 1 May 2016

This Resolution, assigned no. 2014-38, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder on 24 June 2014.

RECORDED this ___ day of June 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-39

A RESOLUTION CONSENTING TO APPOINTMENTS TO THE COTTONWOOD HEIGHTS ARTS COUNCIL

WHEREAS, section 2.140.401 of the COTTONWOOD HEIGHTS CODE (the “Code”) establishes the “Cottonwood Heights Arts Council” (the “Arts Council”) for the city of Cottonwood Heights (the “City”); and

WHEREAS, Code §2.140.403(B) provides that the Arts Council shall consist of up to 13 members who are City residents, who may be from geographically diverse parts of the City, and who may be selected to assure adequate representation of each of the various artistic disciplines; and

WHEREAS, Code §2.140.104 provides that members of the Arts Council shall be appointed and removed by the city manager (the “Manager”) with advice and consent of the city council (the “Council”) to staggered three-year terms, so that the terms of office of approximately one-third of the members expire each year; and

WHEREAS, the Manager has appointed **Bill Armstrong** and **Shelia Armstrong** to fill the vacancies on the Council arising from the resignations from the Council of Karen McCoy and Suzanne Neddo; and

WHEREAS, the Manager has requested that the Council give its advice and consent to such appointments; and

WHEREAS, the Council met on 24 June 2014 to, among other things, (a) consider the appointment of **Bill Armstrong** and **Shelia Armstrong** to fill the vacancies on the Arts Council as specified above; and (b) ratify and consent to the current composition of membership of the Arts Council; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to consent to the foregoing re-appointments and appointments to the Arts Council as proposed by the Manager;

NOW THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the Council hereby (a) consents to the appointment **Bill Armstrong** and **Shelia Armstrong** to fill the vacancies on the Arts Council as specified above; and (b) ratifies and gives advice and consent to the status of the following individuals as all of the current members of the Arts Council as of the date of this resolution for the terms of office set forth opposite each name:

<u>Name</u>	<u>Term Expires</u>
Rebecca Kitchen	1 February 2016
John Russell	1 February 2016
Sarah Ricketts	1 February 2016
Chante’ T. McCoy	1 February 2016

Shaun Davis 1 February 2017
Wendy S. Merrell 1 February 2017
Christi Jones 1 February 2017
Richard Randolph 1 February 2017

Becky Henriksen 1 February 2015
Bob Ithurrealde 1 February 2015
Lindy Davis 1 February 2015
Bill Armstrong 1 February 2015
Shelia Armstrong 1 February 2015

This Resolution, assigned no. 2014-39, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-40

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH MURRAY CITY FOR A PARKING LOT, TRAIL SEGMENT AND OTHER MATTERS

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Murray City Corporation (“*Murray*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, UTAH CODE ANN. § 11-13-202(14) provides that any public agency may convey property to or acquire property from any other public agency for such consideration as may be agreed upon; and

WHEREAS, as explained in detail in the urban trails element of its general plan, the City desires to establish a public trail currently named the “Big Cottonwood Trail” (the “*Trail*”) from the City’s boundary near the “Knudsen Corner” intersection of I-215 and Holladay Blvd. to the Bonneville Shoreline Trail in Big Cottonwood Canyon; and

WHEREAS, a segment (the “*Segment*”) of the proposed Trail crosses real property (the “*Property*”) owned by Murray; and

WHEREAS, the City desires to obtain from Murray, and Murray desires to grant to the City, an easement across the Property to construct and operate, *inter alia*, (a) a Parking Lot (the “*Parking Lot*”) for skiers and other users of the UTA transit system, (2) a Segment of the Trail to go over, through and across the Property in order to access the Parking Lot, and (c) improvements to the storm water drainage system covering the Property and surrounding areas; and

WHEREAS, consequently, Murray and the City jointly desire to enter into an interlocal cooperative agreement (the “*Agreement*”) whereunder Murray will grant to the City an easement across the Property for the purposes, and on the terms and conditions, specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 24 June 2014 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with Murray be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-40, shall take effect immediately upon passage.

PASSED AND APPROVED this 24th day of June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

AFTER RECORDING RETURN TO:

Cottonwood Heights
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective 30 June 2014, by and between **MURRAY CITY CORPORATION**, a Utah municipal corporation (“*Murray*”), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation (“*Cottonwood Heights*”).

RECITALS:

A. UTAH CODE ANN. 11-13-202 and other provisions of the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101 *et seq.*) (the “*Act*”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon.

C. Murray and Cottonwood Heights are public agencies for purposes of the Act.

D. Murray is the owner of real property (the “*Property*”) located in or near the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah. A portion of that real property located on the North side of Fort Union Blvd. at about 3575 East (see attached Exhibits “B” and “D”).

E. Cottonwood Heights is establishing a trail (the “*Big Cottonwood Trail*”) for public use from the Cottonwood Heights boundary near the Knudsen Corner intersection of I-215 and Holladay Boulevard to the Bonneville Shoreline Trail in Big Cottonwood Canyon. The Big Cottonwood Trail is explained more fully in the urban trails element of Cottonwood Heights’ General Plan.

F. Cottonwood Heights desires (1) to construct a Parking Lot (the “*Parking Lot*”) for skiers and other users of the UTA transit system, and (2) construct a segment of the Big Cottonwood Trail to go over, through and across the Property in order to, *inter alia*, access the Parking Lot.

G. Consequently, Cottonwood Heights has requested that Murray donate to Cottonwood Heights easements over and across the Property for construction and use of the Parking Lot and the segment of the Big Cottonwood Trail as shown on the plans attached as Exhibits “B and “D” on the terms and conditions specified in this Agreement.

H. Murray is willing to cooperate with Cottonwood Heights by donating easements across the Property to construct, re-construct, repair, maintain and use the Parking Lot as well as the public, non-motorized segment of the Big Cottonwood Trail (the “*Segment Trail*”). Murray’s cooperation does not obligate it to donate, sell or grant any further easements or interests in its

real property to Cottonwood Heights for establishment or enhancement of its Parking Lot or the Big Cottonwood Trail.

I. The donated trail easement that is called the “*Segment Trail*” herein is twenty feet (20’) wide and is located on Murray’s Property as particularly described on attached Exhibit “A” and as depicted on attached Exhibit “B.” The donated easement that is called the “*Parking Lot*” herein contains approximately 58,577 square feet as particularly described on attached Exhibit “C” and as depicted on attached Exhibit “D.”

J. A trail for use by the general public may be established on the Property constituting the Segment Trail, and a parking lot for use by the general public may be established on the Property constituting the Parking Lot, all as specified in this Agreement.

K. The parties desire to memorialize their agreement concerning Murray’s grant to Cottonwood Heights of such donated easements for the purposes, and on the terms and conditions, specified in this Agreement.

A G R E E M E N T:

NOW, THEREFORE, the parties agree as follows:

Section 1. **Grant of Easements for Segment Trail Facilities.** Murray hereby grants and conveys to Cottonwood Heights a non-exclusive easement, twenty feet (20’) in width, over and across the Property as particularly described on Exhibit “A” and as shown on the plan on Exhibit “B.” The easement is granted for the purpose of allowing Cottonwood Heights to create the Segment Trail; to enter the Segment Trail at any time to construct, install, maintain and repair any one or more of the items (“*Segment Trail Facilities*”) described in paragraph (a) of this Section and, subject to the prior written consent of Murray, those described in paragraph (b) of this Section. Murray conveys no other property interest concerning such trail easements except as provided herein.

(a) **Segment Trail Facilities.** Cottonwood Heights shall construct and maintain the Segment Trail Facilities at its cost and shall ensure that all work is performed in a professional manner, and that any of the Property that is disturbed by Cottonwood Heights or its agents during construction is returned to a condition substantially equivalent to its condition immediately preceding entry by Cottonwood Heights or its agents. Segment Trail Facilities:

(i) Shall not exceed twenty feet (20’) in width, including an appropriate surface (asphalt or concrete).

(ii) May include fencing to control access provided it does not impede Murray’s access to its Property.

(iii) May include low-maintenance “canyon” landscaping consistent with the current surroundings (which may include, for example, ornamental grasses and rock).

(b) Construction of Segment Trail Facilities Requiring Prior Written Consent of Murray. Construction of the following Segment Trail Facilities shall require prior approval and written consent of Murray:

- (i) Any electrical system.
- (ii) Any irrigation/water system, which may only be connected to the Salt Lake City water system.
- (iii) Any lighting, which must be unobtrusive.
- (iv) Benches.
- (v) Wastebaskets.
- (vi) Signage.

(c) Exercise of Rights. Creation of the Segment Trail and other construction, installation, maintenance and repair of the Segment Trail Facilities may include installation of signage; mowing, cutting or removal of soil or vegetation; and application of the means to create the trail surface. Rocks may not be removed. These activities may include vehicular use. Further activities that may include vehicular use include access across the Segment Trail by Salt Lake County (the “County”) for flood control measures and by Murray to access its property abutting either side of the Segment Trail.

Section 2. Grant of Easement for Parking Lot Facilities. Murray hereby grants and conveys to Cottonwood Heights a non-exclusive easement over and across Murray’s Property as particularly described on Exhibit “C” and as shown on the plan on Exhibit “D.” The easement is granted for the purpose of allowing Cottonwood Heights to create and improve the Parking Lot; to enter the Parking Lot at any time to construct, install, maintain and repair any one or more of the items (“*Parking Lot Facilities*”) described in paragraph (a) of this Section and, subject to the prior written consent of Murray, those described in paragraph (b) of this Section. Murray conveys no other property interest except as provided herein.

(a) Parking Lot Facilities. Cottonwood Heights shall construct and maintain the Parking Lot Facilities at its cost and shall ensure that all work is performed in a professional manner, and that any of the Property that is disturbed by Cottonwood Heights or its agents during construction is returned to a condition substantially equivalent to its condition immediately preceding entry by Cottonwood Heights or its agents. The Parking Lot Facilities:

- (i) Shall not exceed 58,577 square feet in size;
- (ii) Shall include an appropriate parking surface (asphalt or concrete), marked with painted lines to maximize the number of parking spaces;
- (iii) May include curbing and fencing to define boundaries and control access provided it does not impede Murray’s access to its Property; and

(iv) May include low-maintenance “canyon” landscaping consistent with the current surroundings (which may include, for example, ornamental grasses and rock).

(b) Construction of Parking Lot Facilities Requiring Prior Written Consent of Murray. Construction of the following Parking Lot Facilities shall require prior approval and written consent of Murray:

- (i) Any electrical system;
- (ii) Any irrigation/water system, which may only be connected to the Salt Lake City water system;
- (iii) Any lighting, which must be unobtrusive;
- (iv) Benches;
- (v) Wastebaskets; and
- (vi) Signage.

Section 3. **Grant of Easement for Public Access**. Murray hereby grants and conveys to Cottonwood Heights the right to make available to the public a non-exclusive easement over the Segment Trail and the Parking Lot and the right to use the Segment Trail Facilities and the Parking Lot Facilities, respectively, for the following purposes (“*Permitted Uses*”):

(a) Segment Trail Facilities.

- (i) Walking, hiking, jogging, bicycling, and similar purposes;
- (ii) Power-driven mobility devices (motorized or battery propelled wheelchairs) for use by persons who have mobility impairments; and
- (iii) Emergency vehicles in the case of emergency within the Segment Trail.

(b) Parking Lot Facilities. Parking motorized and non-motorized vehicles, including cars, motorcycles, mobility devices and bicycles, and all incidental uses such as walking and bicycling.

Section 4. **Storm Water**. Certain storm water (“*Storm Water*”) originating in surrounding parts of Cottonwood Heights currently is channeled into an existing 30” culvert owned by Cottonwood Heights that runs beneath Fort Union Blvd. (the “*Existing Culvert*”), where the Storm Water is discharged onto the surface of Murray’s Property. As a condition of Murray’s performance under this Agreement, and within two (2) years, Cottonwood Heights shall, at its cost, design, construct, operate and maintain facilities (the “*Storm Water Facilities*”) designed to collect the Storm Water and to discharge it into another 30” culvert running to Big Cottonwood Creek that is being installed by Murray on the Property (the “*Murray Culvert*”).

Murray hereby grants to Cottonwood Heights an easement for the construction, re-construction, repair, maintenance and use of the Storm Water Facilities substantially as shown on attached Exhibits “E” and “F,” which Storm Water Facilities shall include, without limitation:

(a) A treatment system to filter oil/grease, sediment and floatables from the Storm Water from the Parking Lot before it is discharged into Big Cottonwood Creek as part of Cottonwood Heights’ permit under the UPDES storm water management program; and

(b) Several inlet boxes along Big Cottonwood Canyon Road to capture the Storm Water currently flowing onto Murray’s Property, and underground piping to convey the Storm Water to the Murray Culvert; provided, however, that Cottonwood Heights’ portion of such facilities shall terminate at the entrance of Murray’s proposed well house and connect to the Murray Culvert that Murray shall, at its cost, construct between Big Cottonwood Canyon Road and Big Cottonwood Creek, all substantially as described and shown on attached Exhibits “E” and “F.” Cottonwood Heights shall obtain any required stream alteration permit from Salt Lake County.

Section 5. **Maintenance.** Cottonwood Heights shall be solely responsible for maintaining, at its sole cost, the Segment Trail Facilities, the Parking Lot Facilities and the Storm Water Facilities (collectively, the “*Facilities*”) in good, attractive condition and repair, including the piping segment between Big Cottonwood Canyon Road and Big Cottonwood Creek constructed by Murray. The responsibility of Cottonwood Heights to maintain the Segment Trail Facilities and the Parking Lot Facilities shall terminate upon any termination of this Agreement, but Cottonwood Heights’ responsibility to install and maintain the Storm Water Facilities shall survive the term of this Agreement. Annually, if requested by Murray in writing, Cottonwood Heights promptly shall prepare and provide to Murray a written report concerning its stewardship of the Facilities, including all maintenance performed, actions taken to protect Murray’s surrounding Property from harm, and such other information as Murray reasonably may request from time to time.

Section 6. **Protection of Watershed.** The Property is within or near a watershed area. Springs, wells and water sources on Murray’s surrounding real property provide approximately twenty percent (20%) of Murray’s total annual water usage. Consequently, protection of the watershed from pollution and mischief from Big Cottonwood Trail users, runoff from the Parking Lot, etc. is of paramount importance to both parties. Cottonwood Heights shall undertake the following measures with respect to the construction and use of the Big Cottonwood Trail:

(a) **Approval of Plans.** Before commencement of construction of any of the Facilities, detailed plans for those Facilities shall be submitted to Murray for its review, input and approval, which approval shall not be withheld, conditioned or delayed unreasonably.

(b) **Signage.** Cottonwood Heights shall erect and maintain signage on the Parking Lot and wherever the Segment Trail passes through the Property, notifying users of the watershed status of the Property and surrounding natural spring areas and encouraging users to report suspicious activity to law enforcement authorities. No commercial advertising shall be allowed on the Parking Lot or the Segment Trail. Signs shall mark the trail and may provide

information regarding applicable time, place and manner restrictions. Murray may erect and maintain warning signage on the fence.

(c) Landscaping. Fertilizers and herbicides shall not be used on the Segment Trail or the Parking Lot.

(d) Litter Collection and Crime Prevention. Cottonwood Heights shall regularly patrol the Segment Trail and the Parking Lot to remove any litter, trash, and waste and to control vandalism and other crimes.

Section 7. Duration. Subject to Section 15 below, the term of the easement for the Facilities and Public Access is ten years, unless terminated earlier. Thereafter, the term of the easement for the Facilities and Public Access shall automatically continue for successive periods of one year each until terminated as provided in Section 15 below.

Section 8. Trail Area and Parking Lot Accepted "As Is". Cottonwood Heights accepts the Segment Trail and the Parking Lot in their legal and physical condition "as is" on the effective date of this Agreement.

Section 9. Murray's Right to Relocate Segment Trail Easement and other Retained Rights. Except for the rights expressly conveyed to Cottonwood Heights hereunder, Murray reserves to itself, its successors and assigns, the right to, at any time relocate the easement for the Segment Trail as described herein elsewhere on Murray's real property (so long as the functionality of the Segment Trail, including its connection(s) to the Parking Lot and the Big Cottonwood Trail, as applicable, is not unreasonably, adversely affected) at Murray's cost as well as all other rights arising out of ownership of the Segment Trail, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Segment Trail not expressly prohibited herein and that are not inconsistent with the terms of this Agreement, including, and without limitation, the following enumerated rights:

- (a) To issue other non-conflicting easements, leases, or licenses;
- (b) To remove or exclude from the Property any persons who are in locations other than the Segment Trail or not engaged in Permitted Uses; and
- (c) To disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons on or about the Segment Trail; however, Murray does not assume responsibility or liability to the general public for failing to do so.

Cottonwood Heights shall enjoy all rights conveyed herein with respect to the easement for the Segment Trail as relocated.

Section 10. Costs and Expenses. Except as otherwise specified in this Agreement, all costs and expenses associated with the Facilities are to be borne by Cottonwood Heights, and Murray has no obligation to develop, operate, maintain, or repair the Facilities at any time.

Section 11. **Assignment.**

(a) Cottonwood Heights shall not assign its rights and/or delegate its duties under this Agreement except to the County or the State of Utah (the “*State*”), if required by the County or the State as a condition to use of Zoo Arts and Parks (“*ZAP*”) funds or State funds, as applicable. No such assignment/delegation shall relieve Cottonwood Heights of the responsibility to ultimately assure full and timely performance of Cottonwood Heights’ obligations hereunder.

(b) This Agreement is a servitude running with the land. Upon recordation, all subsequent owners of the Facilities shall be bound by its terms whether or not the owners had actual notice of this Agreement. This Agreement binds and benefits Murray and Cottonwood Heights and their respective successors and assigns.

Section 12. **Indemnification.** This Agreement is intended to be interpreted so as to convey to Murray and Cottonwood Heights all of the protections from liability provided by UTAH CODE ANN. Section 57-14-1 *et seq.*, as amended through the applicable date of reference or any other applicable law that provides immunity or limitation of liability. Cottonwood Heights must indemnify and defend Murray against all losses and litigation expenses resulting from claims related to work performed by Cottonwood Heights or its contractors or agents, property damage and/or personal injuries that occur or are alleged to occur as a result of Cottonwood Heights’ installation, maintenance or use by the public and others of the Facilities, except to the extent caused by the negligent or wrongful acts or omissions of Murray or its contractors or agents. “*Losses*” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charges.

Section 13. **Additional Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Separate Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. Section 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Murray’s Mayor or designee and Cottonwood Heights’ Manager or designee. Any real or personal property used in the parties’ cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) **Financing and Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for Murray and Cottonwood Heights in accordance with UTAH CODE ANN. Section 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13-209.

Section 14. **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties.

(g) Time of Essence. Time is of the essence in this Agreement.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(i) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(j) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

(k) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et. seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

(l) Ethical Standards. The parties represent that they have not:

(i) Provided an illegal gift or payoff to any officer, employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; or

(ii) Retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; or

(iii) Breached any ethical standards set forth in State statute or municipal ordinance; or

(iv) Knowingly influenced, and hereby certify that they will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or municipal ordinances.

Section 15. Termination.

(a) The “*effective date*” of this Agreement shall be one day after the City Council of each party approves a Resolution authorizing the signing of the Agreement.

(b) Either party may terminate this Agreement for cause upon not less than ninety (90) days’ prior written notice and opportunity to cure to the other party delivered in accordance with Section 12(i) specifying the cause and stating such party’s intention to terminate this Agreement.

(c) Either party also may terminate this Agreement at any time, with or without cause, by giving the other party at least six months’ prior written notice of its intent to terminate this Agreement.

(d) On termination of this Agreement, the Storm Water Facilities shall be owned by Cottonwood Heights, provided that Murray shall have the right, including the right of access to the Property, to discharge water and do other maintenance on its well located on or near the Property.

(e) Promptly upon Murray's written request following termination of this Agreement, Cottonwood Heights shall execute and deliver to Murray a recordable release of any interest it may have in the Property under this Agreement.

IN WITNESS WHEREOF, Murray, by Resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and Cottonwood Heights, by Resolution of its City Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor and attested by its City Recorder.

[Signature pages follow.]

ATTEST:

MURRAY CITY CORPORATION

Jennifer Kennedy, City Recorder

David Ted Eyre, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2014 by **David Ted Eyre** and **Jennifer Kennedy** as the Mayor and the Recorder, respectively, of **MURRAY CITY CORPORATION**, a Utah municipal corporation and political subdivision.

Notary Public

Approved and reviewed as to proper form and compliance with applicable law:

Frank Nakamura, City Attorney
Date: _____ 2014

ATTEST:

COTTONWOOD HEIGHTS

Kory Solorio, City Recorder

Kelvyn H. Cullimore, Jr., Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on this ____ day of June 2014 by **Kelvyn H. Cullimore, Jr.** and **Kory Solorio** as the Mayor and the Recorder, respectively, of Cottonwood Heights, a Utah municipality.

NOTARY PUBLIC

Approved and reviewed as to proper form and compliance with applicable law:

Wm. Shane Topham,
Cottonwood Heights City Attorney
Date: 23 June 2014

Exhibit “A” to
Interlocal Cooperation Agreement

(Attach Legal Description of Segment Trail Easement)

Exhibit “B” to
Interlocal Cooperation Agreement

(Attach Drawing of Segment Trail Easement)

Exhibit “C” to
Interlocal Cooperation Agreement

(Attach Legal Description of Parking Lot Easement)

Exhibit “D” to
Interlocal Cooperation Agreement

(Attach Drawing of Parking Lot Easement)

Exhibit “E” to
Interlocal Cooperation Agreement

(Attach Legal Description of Storm Drainage Easement)

Exhibit “F” to
Interlocal Cooperation Agreement

(Attach Drawing of Storm Drainage Easement)

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-41

A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR
AGREEMENT WITH TRANSCRIPT-BULLETIN PUBLISHING
COMPANY FOR NEWSLETTER PRINTING AND MAILING

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 24 June 2014 to consider, among other things, approving an “Independent Contractor Agreement” (the “*Agreement*”) with Transcript-Bulletin Publishing Company (“*Provider*”) whereunder Provider would provide printing and mailing services for the City’s monthly newsletter to its residents; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-41, shall take effect immediately upon passage.

PASSED AND APPROVED effective 24 June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this ___ day of June 2014.

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “*Agreement*”) is entered into effective __ June 2014 by and between **COTTONWOOD HEIGHTS**, a Utah municipality (“*City*”) and **TRANSCRIPT-BULLETIN PUBLISHING COMPANY**, a Utah corporation (“*Contractor*”).

RECITALS:

A. City provides community information to its citizens in various ways, including a monthly newsletter (the “*newsletter*”) delivered to each household. Since its inception, the newsletter has been included as a separate section in a local newspaper distributed (through hand-delivery or by U.S. mail) in the City.

B. City now desires to produce and deliver the newsletter by other means, and, pursuant to a “Request for Proposals” issued on or about 26 March 2014 (the “*RFP*”), requested proposals from qualified parties to directly provide all of the printing, mailing and related services necessary to cause the newsletter to be received by each household in City.

C. Contractor has significant experience in providing newsletter printing and delivery services, and submitted a proposal dated 9 April 2014 (the “*Proposal*”) in response to the RFP.

D. City is in need of such services and, based on City’s analysis of Contractor’s Proposal, desires to retain Contractor to provide such services as specified in this Agreement.

E. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment of Contractor.** City hereby engages Contractor, and Contractor hereby agrees, to perform the Services (defined below) as specified in this Agreement.

2. **Detailed Description of the Services.** In furtherance of this Agreement, Contractor shall do, perform, and carry out in a good, professional manner, the following services (such work, together with all ancillary and additional services and materials as may be reasonably required to accomplish the desired result in a competent, comprehensive and finished manner, is referred to herein as the “*Services*”):

(a) **Printing.** Providing all materials and labor to print, at Contractor’s cost, 14,000 multi-page, color copies of the newsletter each month (provided that City may reasonably increase the number of newsletter copies for a month upon at least 30 days’ prior written notice to Contractor and payment of increased charges therefor, prorated in accordance with the base cost for 14,000 copies specified on the attached exhibits). City will produce all text and graphic/layout design in-house, uploading such to Contractor monthly on a mutually-agreed, standardized timetable

(the “*Schedule*”). City shall have complete control over and ownership of all content of the newsletter, and third-party advertising or other content not specifically pre-approved by City’s manager in writing shall be prohibited. City may from time to time, or at any time, designate in writing which of the two different types of newsletter format/design is used during a particular month:

(i) 8½” x 11” finished size glossy booklet, beginning at four pages and expandable to up to 16 pages depending on City’s needs each month.

(ii) 11” x 12” finished size short tab (half broadsheet) newsprint, beginning at eight pages and expandable to up to 20 pages depending on City’s needs each month.

Failing another written designation by City in any particular month, format 2(a)(i) shall be used.

(b) *Mailing and Delivery.*

(i) Mailing, at Contractor’s cost, the newsletter via U.S. mail to all households in City, together with all related actions such as mail prep, postage and delivery to the post office. Mailing must be accomplished in bulk according to carrier routes in City, rather than to individual addresses or zip codes. The mailing cost will be reimbursed to Contractor by City as described on the attached exhibits.

(ii) Delivering the balance of each monthly run of the newsletter in stacks to City’s offices, to the Whitmore Library, and to the Cottonwood Heights Recreation Center.

(c) *Additional Related Services.* Performing such additional related services in connection with the monthly printing and mailing of the newsletter as City reasonably may direct.

3. **Fees for Services.** City shall pay Contractor for Services actually performed as described on the attached exhibits, which are applicable depending on the format/design alternative used for the month in question.

4. **Method of Payment.** Contractor shall submit monthly to City a detailed invoice setting forth the Services performed since the last monthly billing, and specifying the charges therefor computed as specified on the attached exhibits. City shall pay (or provide a reasoned objection to) the amount set forth in the current invoice within 30 days after receipt.

5. **Services Performed in a Professional, Reasonable Manner.** Contractor shall perform the Services in a professional, reasonable, responsive manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Contractor.

6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Contractor shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, communication facilities, vehicles for transportation and identification cards,

and shall obtain all licenses and permits, necessary or incidental to performing any and all of the Services. Contractor shall not use City staff as a means to perform the Services in lieu of using Contractor's own staff.

7. **Term.** This Agreement shall be effective on the date hereof and shall terminate at 11:59:59 p.m. on 30 June 2016. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each.

8. **Assignment and Delegation.** Contractor shall not assign or delegate the performance of its duties under this Agreement without City's prior written consent. If Contractor chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Contractor's own risk, and Contractor shall be fully responsible for the full, timely and proper performance of all of the Services. All Services are to be consistently performed in accordance with the Schedule, and Contractor will be subject to financial penalties for nonperformance or late performance.

9. **Independent Contractor Status.** Contractor shall perform the Services as an independent contractor, and all persons employed by Contractor in connection herewith shall be employees or independent contractors of Contractor and not employees of City in any respect.

(a) **Control.** Contractor shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** City shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Contractor's employees, and shall have no right to any City pension, civil service, or any other City benefits pursuant to this Agreement or otherwise.

10. **Termination.** Either party may terminate this Agreement, without cause, upon at least 90 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, City shall pay Contractor all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

11. **Indemnification.** Contractor shall defend, indemnify, save and hold harmless City (including, without limitation, its elected and appointed officers, employees, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder. Contractor shall so defend, indemnify, save and hold harmless City whether such demands, liabilities, claims, damages, actions and/or proceedings are attributable to the simple negligence, gross negligence, recklessness or intentional misconduct of Contractor (or any officers, employees, agents, subcontractors, etc. of Contractor),

or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Contractor to indemnify as provided in this section with respect to (a) City's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Contractor hereunder.

12. **Insurance.** Without limiting any indemnity or other obligations of Contractor hereunder, Contractor shall, prior to commencing work hereunder, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City and its designees as an additional insured, and shall furnish proof thereof satisfactory to City prior to commencement of performance of the Services hereunder, and thereafter promptly when requested:

(a) Commercial general liability insurance coverage with a minimum single limit of \$1,000,000.00, with a deductible not to exceed \$5,000. The coverage shall include bodily injury and property damage liability coverage, contractual liability coverage, products and completed operations coverage, as well as coverage to protect against and from all loss by reason of injury to persons or damage to property, including Contractor's own workers and all third persons, property of City and all third parties based upon and arising out of the negligent performance of Contractor's operations hereunder, including the operations of its subcontractors of any tier.

(b) Business automobile liability insurance coverage with a minimum single limit of \$1,000,000.00 for bodily injury and property damage with respect to Contractor's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Services. Contractor may elect to not provide this coverage if no Contractor-owned or hired automobiles are used in performance of the Services, provided, however, that Contractor shall defend, indemnify and hold City harmless from any and all claims, damages, actions, proceedings, fees (including attorneys fees) and costs incurred by City arising from or in any way related to use of any automobile by Contractor or any of its employees, subcontractors or other related parties in performance of the Services.

(c) Workers' compensation insurance coverage as required by applicable workers' compensation and employer's liability statutes.

The foregoing insurance policies shall be through reputable, licensed insurers reasonably acceptable to City, and specifically shall provide that such insurance may not be terminated or reduced without at least 30 days' prior written notice to City.

13. **Laws and Regulations.** Contractor shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Contractor shall comply with equal opportunity laws and regulations to the extent that they are applicable.

14. **Alcohol and Drug-Free Work Place.** All personnel during such time that they provide Services shall not be under the influence of alcohol, any drug, or combined influence of

alcohol or any drug to a degree that renders the person incapable of safely providing the Services. Further, all personnel during such time that they provide Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6-44 or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6-44.6.

15. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Contractor any exclusive right to perform any or all Services (or similar services) now or hereafter required by City.

16. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by City, which shall provide written notice of the decision to Contractor. Such decision by City shall be final unless Contractor, within 30 calendar days after such notice of City's decision, provides to City a written notice of protest, stating clearly and in detail the basis thereof. Contractor shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 17 below.

17. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Contractor shall continue to perform the Services during any such litigation proceedings and City shall continue to make undisputed payments to Contractor in accordance with the terms of this Agreement.

18. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: COTTONWOOD HEIGHTS
Attn. John Park, City Manager
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

with a copy to: Wm. Shane Topham
CALLISTER NEBEKER & MCCULLOUGH
10 East South Temple, 9th Floor
Salt Lake City, UT 84133

Contractor: TRANSCRIPT-BULLETIN PUBLISHING COMPANY
58 North Main
Tooele, UT 84074

19. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) *Titles and Captions.* All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) *Pronouns and Plurals.* Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) *Applicable Law.* The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) *Integration.* This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) *Time.* Time is the essence hereof.

(f) *Survival.* All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) *Waiver.* No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) *Rights and Remedies.* The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) *Severability.* In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) *Litigation.* If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

DATED effective the date first-above written.

CITY:

ATTEST:

COTTONWOOD HEIGHTS

Kory Solorio, Recorder

By:_____
Kelvyn H. Cullimore, Jr., Mayor

CONTRACTOR:

**TRANSCRIPT-BULLETIN PUBLISHING
COMPANY, a Utah corporation**

By:_____
Scott C. Dunn, President

619764.1

Exhibit to
Independent Contractor Agreement

(Attach Pages 4-5 of Proposal)

Miles Lawrence

Transcript Bulletin
Publishing

OFFICE
58 N Main • PO Box 390
Toudele, UT 84074

PHONE
801.633.6349 mobile

EMAIL
miles@tbpublishing.com

WEB
tbpublishing.com

DATE
April 9, 2014

TO
Linda W. Dunlavy
Deputy City Manager



PROJECT TITLE: City Newsletter Print/Mail Services

PROJECT DESCRIPTION: 11 x 12 Short Tab

DESCRIPTION	QUANTITY	PER THOUSAND	COST
11 x 12 Short Tab			
Size: 11 x 12			
Stock: Newsprint, 26.6#, 60 bright			
Ink: CMYK on all pages			
Prepare for for bulk mail by bundling in carrier routes.			
8 page	14,000	\$ 56.93	\$ 797
12 page	14,000	\$ 80.50	\$ 1,127
16 page	14,000	\$ 94.07	\$ 1,317
20 page	14,000	\$ 114.79	\$ 1,607
One proof of customer provided files, print, quarter fold and deliver to post office on Wasatch Front. Postage is additional, approx. \$0.16 per piece.			

Prices quoted are good for 30 days from above date. Electronic files with no manipulation required. Should the files require manipulation of any kind, this work will be performed at \$65 Hour. Price does not include Utah State sales tax of 6.35% if applicable. Tax will be added at the time of invoicing. If exempt from tax, customer shall furnish seller with a valid tax exemption certificate.

Miles Lawrence

Transcript Bulletin
Publishing

OFFICE
58 N Main • PO Box 390
Tropic, UT 84074

PHONE
801.633.6349 mobile

EMAIL
miles@tbpublishing.com

WEB
tbpublishing.com

DATE
April 9, 2014

TO
Linda W. Dunlavy
Deputy City Manager



PROJECT TITLE: City Newsletter Print/Mail Services
PROJECT DESCRIPTION: 8.5 x 11 Glossy Booklet

DESCRIPTION	QUANTITY	PER THOUSAND	COST
8.5 x 11 Glossy Booklet			
Size: 8.5 x 11			
Stock: 70# Gloss Text			
Ink: CMYK on all pages, full bleeds			
Prepare for for bulk mail by bundling in carrier routes.			
4 page	14,000	\$ 94.57	\$ 1,324
8 page	14,000	\$ 142.57	\$ 1,996
12 page	14,000	\$ 223.79	\$ 3,133
16 page	14,000	\$ 255.64	\$ 3,579
One proof of customer provided files, print, fold to final size and deliver to post office on Wasatch Front. Postage is additional, approx. \$0.16 per piece.			

Prices quoted are good for 30 days from above date. Electronic files with no manipulation required. Should the files require manipulation of any kind, this work will be performed at \$65 Hour. Price does not include Utah State sales tax of 6.35% if applicable. Tax will be added at the time of invoicing. If exempt from tax, customer shall furnish seller with a valid tax exemption certificate.

MINUTES OF THE COTTONWOOD HEIGHTS CITY COUNCIL MEETING HELD TUESDAY, MAY 27, 2014 AT 7:00 P.M. IN THE COTTONWOOD HEIGHTS CITY COUNCIL CHAMBERS

Members Present: Mayor Kelvyn Cullimore, Councilman Mike Shelton, Councilman Scott Bracken, Councilman Tee Tyler

Staff Present: Deputy City Manager Linda Dunlavy, City Attorney Shane Topham, Public Relations Specialist Stephanie Dickey, Community and Economic Development Director Brian Berndt, Finance Director Steve Fawcett, Police Chief Robby Russo, Assistant Fire Chief Mike Watson

Excused: Councilman Mike Peterson, Public Works Director Mike Allen

Others Present: Sherry Sorensen

1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS

1.1 Mayor Kelvyn Cullimore called the meeting to order at 7:00 p.m. and welcomed those attending.

1.2 The Pledge of Allegiance was led by Mayor Cullimore.

1.3 Mayor Cullimore reported on a recent trip to Washington D.C. where he and his wife visited various memorials. He indicated that during the Civil War 650,000 lives were lost. In World War II 420,000 lives were lost, the Korean War resulted in 58,000 death, and there were 55,000 casualties in Vietnam. Casualties of the Gulf War were much lower. He remarked that hundreds of thousands have lost their lives for our freedoms. The figures shared did not include the more than 100,000 wounded in Korea. Millions were wounded in all of the wars that have taken place. Families and individuals were all impacted. The Mayor commented that often we take our freedoms for granted and don't recognize the tremendous sacrifices that went into establishing our country and maintaining our freedom. Even today we have soldiers on the front lines both in foreign lands and at home. He remarked that Memorial Day was a good opportunity to pause and reflect on the sacrifices made. As a City he wants to focus more attention on recognizing veterans.

2.0 CITIZEN COMMENTS

2.1 There were no citizen comments.

3.0 PUBLIC HEARINGS

3.1 Public Hearing to Receive Input on (a) the Proposed Amended Budget for Cottonwood Heights for the Period of 1 July 2013 through 30 June 2014; and (b) the Proposed Budget for Cottonwood Heights for the Period of 1 July 2014 through 30 June 2015

3.1.1 Mayor Cullimore reported that at the end of each year the City is required to do an amended budget to ensure that the budget totals are as accurate as possible. The proposed budget for the next fiscal year is a tentative budget it was adopted two weeks ago and posted for the public to review. Tonight a public hearing will be held for citizens to comment on what they have read.

3.1.2 Mayor Cullimore opened the public hearing.

3.1.3 Mayor Cullimore reported that a tentative budget was adopted containing the best information available at the time. During the intervening two-week period, changes are made that will improve the final version of the budget significantly. The budget will be on the June 17 agenda for final adoption. The City expects to receive the certified tax rate from the State by June 8.

3.1.4 There were no public comments. The public hearing was closed.

4.0 **REPORTS/PROCLAMATIONS/RECOGNITIONS**

4.1 **Standing Monthly/Quarterly Reports**

Monthly Financial Report

Finance Director, Steve Fawcett, presented the monthly financial report for April. He stated that all terms and observations made previously are occurring as predicted. It was reported that the City received the monthly sales tax data, which is up by approximately \$21,000 this year over last. It includes revenue received for the month compared to the same month the previous year. Staff is confident that the fiscal year will end with sales tax revenue of approximately \$5,170,000, which represents over 3% in real growth over the prior year. The hope is that the trend will continue since increases were included in the budget projections for next year. All other revenues and expenditures appear to be coming in as planned.

Mayor Cullimore asked for clarification that the Amended Budget column reflects the proposed amendments as published two weeks ago.

Mr. Fawcett clarified that they do not include the proposed amendments adopted in the tentative budget, the proposed amended budget adjustments will occur during the month of June when they are approved. The April and May reporting will not include the third budget amendment items. He does not foresee any departments exceeding budget. The budget amendment, however, should address anticipated overruns. Mr. Fawcett referenced page 11 and stated that the fiscal year budgets were modified to ensure that each activity is in sync with what is expected to be paid out or eliminated in the budgets for those they do not plan to have any expenditures for. The chart is up-to-date and reflects current activity.

4.2.1 **Unified Fire Report**

Assistant Fire Chief, Mike Watson, presented the Unified Fire Report for the month of April. He stated that in terms of call volume Station 110 came in 2nd and Station 116 came in 18th overall among all UFA stations. Combined calls for both stations were up dramatically. Fire call data over the last five years was presented as a comparison. Fire calls are at average levels, however, medical call volume are up significantly with an increase of 61 calls from April 2013. In looking at trends and averages, the City is down in terms of ambulance transports. Data for April medical calls by type was presented.

Station 110 had 183 total calls with 94 Advanced Life Support (ALS) calls resulting in 54 transports; and 89 Basic Life Support (BLS) calls resulting in 9 transports. Station 116 had 46 total calls with 25 Advanced Life Support (ALS) calls resulting in 2 transports; and 21 Basic Life Support (BLS) calls with no transports resulting. The year ended with a total of 770 fire calls and 2,395 medical calls.

Chief Watson announced that UFA will be receiving two new transport engines that are expected to be in service in July or August. It is proposed that one be placed at Station 116. He recommends that the transport engines be run for one year and then call data reassessed. Chief Watson suggests that transport engines be placed at stations where they are four-handed and run tandem.

Mayor Cullimore voiced his support.

Chief Watson stated that the transport engine is a Type 1 engine that is typical fire engine that normally responds to fire and medical calls; however, it has an ambulance as well. It prevents two separate apparatus from being used to respond to a medical call and transport.

Mayor Cullimore stated that the downside is that when it is used as an ambulance the engine aspect is taken offline.

It was recommended that time be set aside for the Council to view and inspect the new equipment.

Chief Watson offered to bring the apparatus to a future City Council Meeting.

The customer service report included stations tours for scout troops, training exercises, ride alongs, and participation in water rescue training. The safety message pertained to general fire and waterway safety. Anticipated fire hazards for the summer were identified. Chief Watson stated that even though it has been a wet spring, the grasses and brush will dry up and create fire hazards. The State will issue general messages later in the season pertaining to fireworks and open fires. The Council, however, has the authority to adopt ordinances and make announcements on behalf of the municipality as they see fit.

5.0 ACTION ITEMS

5.1 Consideration of Resolution No. 2014-26, a Resolution Approving Entry into an Interlocal Agreement with Salt Lake County for LiDAR Elevation Data

5.1.1 Mayor Cullimore stated that the above resolution pertains to an interlocal agreement with Salt Lake County that approves use of their aerial photos and participation in the creating aerial photos, which are valuable to the City.

5.1.2 **MOTION:** Councilman Bracken moved to approve Resolution No. 2014-26. The motion was seconded by Councilman Tyler and passed unanimously on a roll call vote.

5.2 Consideration of Resolution No. 2014-27, a Resolution Approving an Agreement with UDOT for Preconstruction Engineering Services

5.2.1 Mayor Cullimore explained the proposed resolution is a contract with UDOT and stated that it will result in a financial impact of approximately \$300,000. It represents the City's portion of the project at the intersection of Fort Union Boulevard and Highland Drive. The resolution approves the preliminary engineering services for the project, which will ultimately help the Council determine what will occur at that intersection.

5.2.2 **MOTION:** Councilman Tyler moved to approve Resolution 2014-27. The motion was seconded by Councilman Shelton and passed unanimously on a roll call vote.

6.0 CONSENT CALENDAR

6.1 **Approval of Minutes of May 6, 2014**

6.1.1 The minutes of May 6, 2014, stood approved.

7.0 **ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**

7.1 **MOTION:** Councilman Bracken moved to adjourn and reconvene the work meeting. The motion was seconded by Councilman Tyler and passed unanimously on a voice vote. The business meeting adjourned at 7:31 p.m.

Minutes approved: