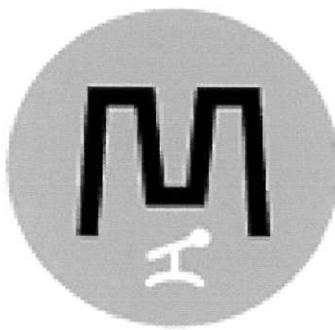


MURRAY
CITY COUNCIL

Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council

Chambers

Murray City, Utah

The Murray City Municipal Council met on Tuesday, October 16, 2018 at 6:30 p.m. for a meeting held in the Murray City Center Council Chambers, 5025 South State Street, Murray, Utah.

Council Members in Attendance:

Diane Turner, Chair	District #4
Dave Nicponski, Vice Chair	District #1
Dale Cox	District #2
Jim Brass	District #3
Brett Hales	District #5

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
Briant Farnsworth	Deputy City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Comm. & Public Relations Director
Craig Burnett	Police Chief	Brooke Smith	Deputy City Recorder
Danny Astill	Public Works Director	Jon Harris	Fire Chief
Danyce Steck	Finance Director	Jesse Ricks	Police Officer
Trong Le	IT	Bruce Turner	Power Department Operations Manager
Joe Tarver	Deputy Police Chief	Kristin Reardon	Police Department
Citizens			

Opening Ceremonies

Call to Order – Mr. Hales called the meeting to order at 6:30 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by Jan Cox.

Approval of Minutes

Council Meeting – September 18, 2018

Council Meeting – October 2, 2018

MOTION: Mr. Brass moved to approve both sets of minutes. The motion was SECONDED by Ms. Turner. Voice vote taken, all “ayes.”

Special Recognition

1. Murray City Council Employee of the Month, Mike Brown, Power Arborist/Lead Worker.

Staff Presentation: Brett Hales, Councilmember and Bruce Turner, Power Department Operations Manager

Mr. Hales said the Council started the Employee of the Month program a few years ago. They felt it was important to be able to recognize the city's employees. He presented Mr. Brown with a certificate, a \$50 gift card and told him that his name would appear on the plaque located in the Council Chambers. He expressed his appreciation to Mr. Brown for all he does for the city.

Mr. Turner spoke about Mr. Brown's job duties and accomplishments during his time with the city.

2. Swearing-In New Murray City Police Officer, Jesse Ricks.

Staff Presentation: Craig Burnett, Police Chief and Jennifer Kennedy, City Recorder.

Chief Burnett introduced Mr. Ricks and noted he is filling a new police officer position that was approved as part of the budget for this year.

The Swearing-In Ceremony was performed by Jennifer Kennedy. Mr. Ricks introduced his family and Mayor Camp and the Council welcomed him to Murray City.

Citizen Comments – Comments are limited to 3 minutes unless otherwise approved by the Council.

Allison Trease – NeighborWorks Salt Lake

Ms. Trease said she is the new Lending Manager for NeighborWorks Salt Lake and wanted to introduce herself to the Council. She is looking forward to having NeighborWorks be a partner with the city.

Public Hearings

Staff and sponsor presentations, and public comment will be given prior to Council action on the following matters.

1. Public hearing to receive input with respect to (a) the issuance of not more than \$8,500,000 of Water Revenue Bonds, Series 2018 and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2018 Bonds issued may have on the private sector.

Staff Presentation: Danyce Steck, Finance Director

Ms. Steck said the public was notified about this public hearing through their utility bills, which is required by the Division of Water Resources. A letter went out with all the September billings that included a schedule of the loan the city will be receiving from the Division of Water Resources. It is a low interest loan of 1% paid over 25 years. The letter also notified residents that there would not be a rate change due to this bond issuance.

Ms. Steck said the city received 57 total responses from the letters that were sent to the residents; 47 of those responses were for issuance of the bond and 10 were against it. Ms. Steck read the comments that were received from the residents (Attachment 1).

Mr. Hales opened the public hearing for public comment. No comments were given. and the public hearing was closed.

Consider a resolution acknowledging the holding of a public hearing to receive public input with respect to (a) the issuance of the Series 2018 Bonds and (b) any potential economic impact that the project described herein to be financed with the proceeds of the Series 2018 Bonds may have on the private sector.

MOTION: Ms. Turner moved to adopt the resolution. The motion was SECONDED by Mr. Brass.

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

2. Consider an ordinance relating to land use; amends the Zoning Map for the property located at 777 and 787 West Bullion Street, Murray City, Utah from the A-1 (Agricultural) Zoning District to the R-1-8 (Single Family Low Density Residential) Zoning District. (Applicants: Valery Atkinson/Jake Larsen)

Staff Presentation: Jim McNulty, Development Services Director

Mr. McNulty showed some slides of this property (Attachment 2). He said this property is currently zoned A-1 (Agricultural), however, the properties located around it are all zoned R-1-8 (Single Family Low Density Residential). The Planning Commission and staff are both recommending approval of this rezone.

Mr. Nicponski asked if a road will go straight through this subdivision or if it would be a cul-de-sac.

Mr. McNulty said he has seen some different concepts showing both, but because the proposal being presented tonight is only for a rezone, there hasn't been much discussion about the exact design of the subdivision.

Mr. Hales opened the public hearing for public comment. No comments were given. and the public hearing was closed.

MOTION: Mr. Nicponski moved to adopt the ordinance. The motion was SECONDED by Mr. Cox.

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye

Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

Business Items

1. Consider a resolution approving a Sound Wall Agreement with the Utah Department of Transportation ("UDOT") for the installation of a sound wall along the north side of Interstate 215 between mileposts 12.6 and 12.85.

Staff Presentation: Danny Astill, Public Works Director

Mr. Astill said back in April 2018, his department spoke with the Council about this sound wall that would need to go in as part of the Murray Cove subdivision that Ivory Homes is building. After some negotiations and discussions, the city and UDOT have come to an agreement so the wall can finally be constructed. UDOT will be doing the inspections of the wall with oversight from the city inspectors.

Mr. Hales asked who would maintain the wall.

Mr. Astill replied UDOT will own the wall and the city will maintain it.

Mr. Nicponski asked who is paying for the wall.

Mr. Astill said all the costs related to the building of the wall will be paid by the developer.

MOTION: Mr. Brass moved to adopt the resolution. The motion was SECONDED by Ms. Turner.

Council roll call vote:
Mr. Nicponski Aye
Mr. Cox Aye
Mr. Brass Aye
Ms. Turner Aye
Mr. Hales Aye

Motion passed 5-0

Mayor's Report and Questions

Mayor Camp thanked all the Council members for attending the ground-breaking ceremony for the new fire station headquarters building that was held earlier today. He also noted that the RFQ's for the architectural and construction services for the new city hall were posted yesterday. The first selection committee meeting will be held on November 1, 2018.

Mayor Camp said the Police Department will be participating in No-Shave November where they donate to the Salt Lake Valley Emergency Fund in order to not have to shave for a month.

Mayor Camp noted that the Public Works Department has completed the Daisy Lane project. Their

next project will be replacing the curb on Bullion Street.

The street under I-15 on 4800 South will be closed starting on Saturday, October 20, 2018, from 9:00 p.m. through 8:00 a.m. so UDOT can work on the overpass.

Mayor Camp went over the memo relating to the reorganization changes he is making that was sent to the Council earlier in the day.

Adjournment

The meeting was adjourned at 7:01 p.m.

Jennifer Kennedy, City Recorder

Attachment 1

REQUEST FOR PUBLIC COMMENT
ON LOAN APPLICATION TO THE BOARD OF WATER RESOURCES

A notice was sent out in every water bill in the September billing cycle. This is a summary of the responses.

<u>Total Respondents</u>	<u>Those For</u>	<u>Those Against</u>	<u>Total # of Comments</u>
57	47	10	23

Against:

1. Should have been on a ballot
2. We are taxed enough already.
3. To much growth & building i.e., high density housing, traffic, road etc.
4. Did the City save for this? Is there a trust fund for public works projects to avoid bonding?
5. If it is necessary, I guess we need the Water.
6. No more loans or bonds by our City or our School District. We need to stop spending more than we have.
7. It is disingenuous to change the water rates first and then bond to the new rate pretending that there is no change in rates! The rate change has already occurred so truthful disclosure would have these issues together, I am not in favor because of deception!
8. The persons who are building all of these new homes and apartments should pay for all this new growth.
9. We are being taxed left and right. Seniors on Social Security cannot afford to pay insurance and increased taxes with what little money given. We are carrying the burden of the upper class and the lower income. Enough Already.

For:

1. Any and all improvements are a good thing.
2. No rate change for the water bill.
3. If not rate change and it will benefit Murray City Residents.
4. We will need the wells because the City continues to grow with high density apartments and condos.
5. Fully support the application and Loan.
6. The quality of Murray water is excellent. The charges are reasonable.

7. I hope pressure will be able to be increased. Thanks for giving us Clean Water.
8. Thanks for staying on top of this before we have a crisis.
9. I have lived in Murray for 55 years and I am really proud of the water. I hope this will help the future residents enjoy what I have been able to enjoy. The Water. I am 81 years old, so I probably won't be around to enjoy it very long but I think this is a great plan-signed, Cheryl Forrest
10. Does this mean drastic rate changes in 2025 when we have to begin repayment?
11. Concerned of the lack of monitoring water usage by businesses and apartments complexes allowed to water at all times of the day. Water will become more scarce in the future. This is a good thing.
12. Thank you for your foresight in planning ahead.

Attachment 2

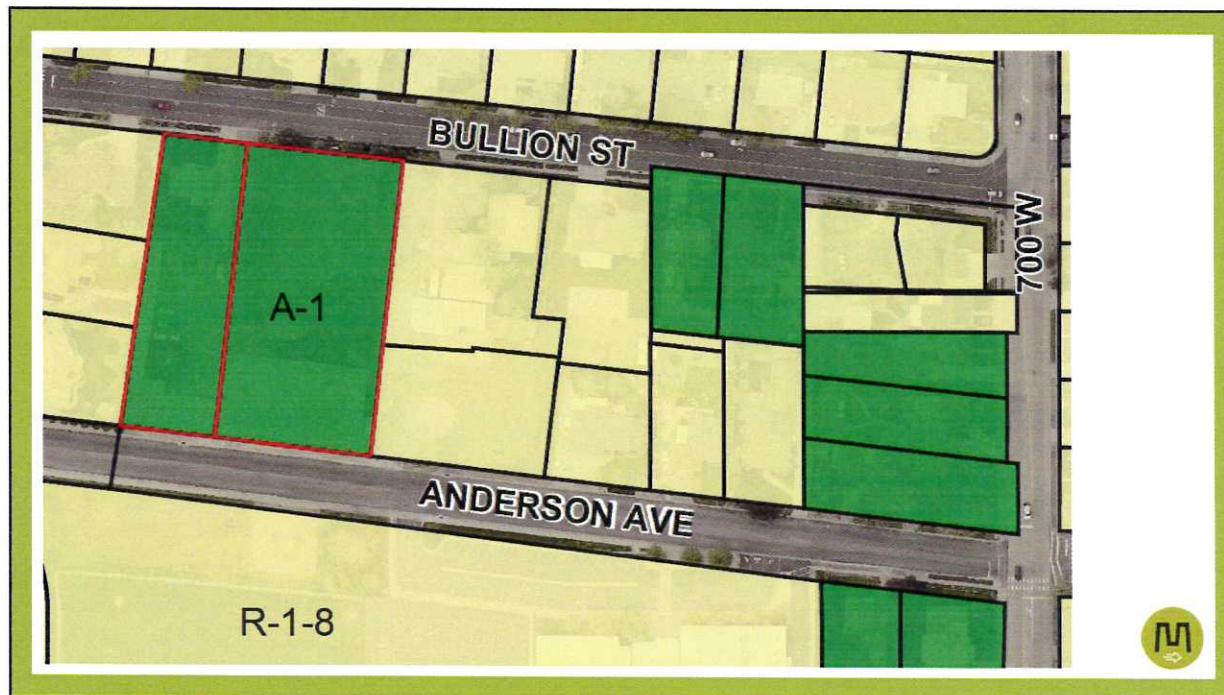
CITY COUNCIL MEETING

October 16, 2018

Valery Atkinson
Rezone

777 & 787 West Bullion Street





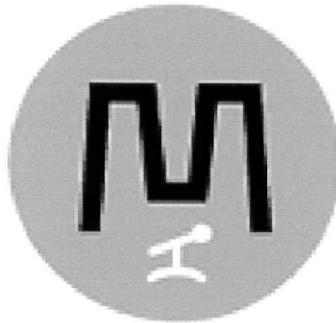


Staff and Planning Commission Recommendations

Staff recommended that the Planning Commission forward a recommendation of APPROVAL to the City Council for the requested Zone Map Amendment for the properties located at 777 and 787 West Bullion Street from A-1, Agricultural to R-1-8, Single-Family Low Density Residential.

The Planning Commission forwarded a recommendation for APPROVAL on September 6, 2018 to the City Council as per the City staff recommendation.

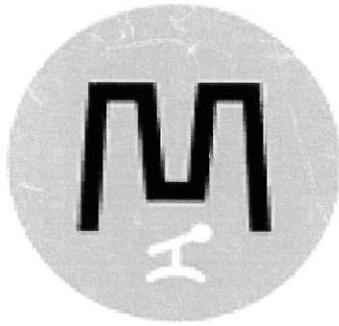




MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

New Business Item #1



MURRAY

Mayor's Office

Appointment of Robert White to the Position of IT Director

Council Action Request

Council Meeting

Meeting Date: November 6, 2018

Department Director Mayor Camp	Purpose of Proposal Provide Advice and Consent to the Mayor's Appointment of Robert White as the City's Information Technology Director
Phone # 801-264-2600	Action Requested Consideration of a resolution
Presenters Blair Camp	Attachments Resume and resolution
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item I would appreciate the opportunity to introduce Robert White as my appointment to the position of I.T. Director. Rob has great qualifications and has proven to be an asset to the city over the course of his career here. I believe he is fully capable and prepared to lead the I.T. and GIS divisions.
Mayor's Approval  Blair Camp	
Date October 22, 2018	

ROBERT W. WHITE

EXPERIENCE

IT Manager

June 1997 - Present

Murray City Corporation

Murray City, UT

- Manage the IT Department and oversee the WAN, LAN, Wi-Fi networks and all servers for the city of Murray. Responsible for all connectivity within the city in our fiber campus. The WAN campus consists of 25 connected buildings, using Gigabit and 10 Gigabit fiber for a switched environment.
- Maintaining the WAN network consists of the following: Cisco 4510 layer 3 Switch using 10 gigabit ethernet connecting with multiple VLANs.
- Manage the IT staff. Approve contracts and coordinate projects and forecast budgeting needs as needed.
- Manages the maintenance and software updates to all servers in the city. Servers include Forcepoint Web filter, Cityworks, Tyler Munis servers, Active Directory, Windows 2016 DNS servers, Spice works helpdesk, LanDesk desktop management, Palo Alto firewalls and Windows File servers and all desktop and server upgrades and backups.
- Manages the HP 3Par SAN's (Storage area network) and NAS (Network attached servers) on the WAN network which consist of Terabytes of data.
- Responsible for the VMware Enterprise cluster which includes 35 virtualized servers on 6 esx servers that reside at city hall and the EOC (Emergency Operations Center)
- Maintain connectivity for 1000+ connections, 450 Workstations, 430 IP phones, 100 print servers, 60 patrol cars and fire engines.
- Oversees all functions of the ShoreTel phone system. This includes various ShoreTel switches in multiple City buildings.
- Coordinates with staff to ensure city's WAN and personnel are up to date and in compliance with all operating system licenses for servers and desktop PC's.
- Serves as the security officer for the WAN network. Ensuring a secure environment for CJIS (Criminal Justice Information System) compliance.
- Works with other Department/Division managers, assists in performing assessment and strategic IT planning. Maintains ongoing communication with all Murray City departments, agencies and other organizations to improve operations, meet needs and resolve problems with new and/or existing systems.
- Provide PC and customer service support for end users including training and assistance when needed. Also provide 2nd tier support for the Police and Fire.

Large projects include:

- Wi-Fi in the park.
- Implementation of the EOC (Emergency Operations Center).
- Multiple phone system installations.
- VMware enterprise cluster
- Installation of multiple HP 3Par Sans
- Tyler Munis conversion
- Lotus Notes to Exchange conversion and subsequent upgrades
- Coordinated the Fiber connections to all buildings while working with Utopia.

Network Administrator

January 1996 - June 1997

- Managed network administration and connectivity
 - *Network featured 10 NetWare 4.11, 50 Windows NT Servers and 1200+ workstations*
- Monitored and repaired FDDI backbone infrastructure including Routers, Bridges, 100 and 10 Mb Ethernet hubs, 16 Mb Token ring LAM's and CAU's, ISDN lines and modems, dedicated T1 lines, and connectivity to 3 AS/400 mini computers
- Located and resolved various networking issues using a Data General sniffer, 3Com's Transcend and Madge's True View products. / Maintained connectivity in a multi-protocol environment using IPX/SPX, TCP/IP, Netbui, SNA
- Provided customer service for end users including training and assistance when needed.
- Managed implementation of large projects such as installing a faxing solution from the desktop, installing a new Internet server using NetWare 4.11 with DHCP, DNS and DSS running, migrating users from a GroupWise 4.1 to 5.2 and migrating users Windows 3.1 to a Windows 95 and NT 4.0 environment

Health Benefits America

Salt Lake City, UT

LAN Administrator / System Analyst

August 1992 - January 1996

State of Utah, Division of Purchasing

Salt Lake City, UT

- Managed, monitored and supported all computer and network requirements of Division of Purchasing
- Supervised maintenance of Novell 3270 mainframe interface, Lan Workplace for internet connectivity, Multi-protocol support (TCP/IP) for wide area network and internet connections, Routers and Bridges, E-mail server connection, and the asynchronous communication server which supported the state contract system
- Installed and maintained all hardware and software products
- Provided systems analysis for the AIMS (Automated Information Mailing System) program
- Performed budget forecasting for data processing requirements and printing of ad hoc reports
- Provided training and assistance

Data Control Supervisor/PC Support

February 1984 - June 1992

Pacific Life

Newport Beach, CA

- Supervised, represented, and supported the Data Control section in all areas within an main frame environment
- Provided PC support for hardware, software, and Novell LANS products within MIS department
- Located and corrected hardware, software and LANS problems encountered /Interfaced with outside vendors for competitive bidding of PC acquisitions and contracts, and installation of new hardware and software products
- Managed team of employees preparing statistics for annual budget and reported directly to Vice President
- Performed all written and oral communication for the section
- Teamed extensively with internal and external clients to provide customer service support.

SUMMARY OF COMPUTER EXPERIENCE

Configuration of Cisco 4510 and Avaya Switches • Cisco 2934 Switches • Windows 2003/2008/2016 Servers • All Microsoft Workstation O/S Products from 2003 - 2016 • E-mail Administration Exchange Server 2016 • Palo Alto Firewall servers • Citrix Software • Linux • IBM AIX • VM Ware Software • Forcepoint Webfilter and Spam Filter • ShoreTel Phone system

OTHER EXPERIENCE

- Certified Network Engineer (CNE)
- MCSE Certificates (SQL, Exchange and Active Directory administration)
- Cisco CCIE program courses
- Ethical Hacking certification
- ShoreTel/Nortel administration
- Orange Coast College (CA) - Business Emphasis 1985 – 1988
- United States Army: Honorable Discharge 1980 – 1983

RESOLUTION NO. _____

A RESOLUTION PROVIDING ADVICE AND CONSENT TO THE
MAYOR'S APPOINTMENT OF ROBERT WHITE AS THE CITY'S
INFORMATION TECHNOLOGY DEPARTMENT DIRECTOR.

WHEREAS, the City has established an Information Technology Department;
and

WHEREAS, the City wants to hire an Information Technology Department
Director; and

WHEREAS, section 10-3b-202 of the Utah Code provides that the Mayor, with
advice and consent of the City Council, appoints each department director of the City;
and

WHEREAS, the Mayor has determined that Robert White is very qualified to
serve as the City's Information Technology Department Director; and

WHEREAS, the Mayor appoints Robert White as the City's Information
Technology Department Director subject to the advice and consent of the City Council;
and

WHEREAS, the City Council wants to give its consent to the Mayor's
appointment of Robert White as the City's Information Technology Department Director.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council
that:

It hereby consents to the Mayor's appointment of Robert White as the
City's Information Technology Department Director.

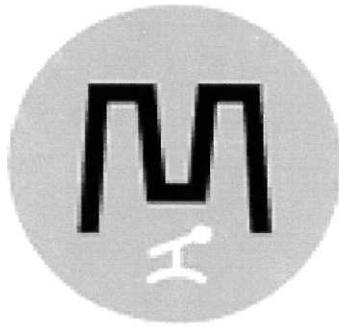
DATED this 6th day of November, 2018.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

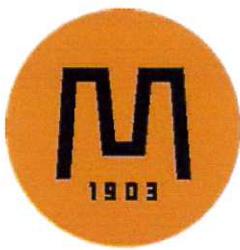
ATTEST:

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

New Business Item #2



MURRAY

Council Action Request

**Department
Parks and Recreation
2018 Zoo Arts and Parks, Funding**

Council Meeting

Meeting Date: November 6, 2018

Department Director Kim Sorensen	Purpose of Proposal 2018 Zoo, Arts and Parks (ZAP) Tier II funding
Phone # 801-264-2619	Action Requested Consider a resolution accepting the 2018 ZAP funding, for \$85,000 from Salt Lake County.
Presenters Kim Sorensen	Attachments ZAP funding agreement from Salt Lake County, resolution.
Required Time for Presentation 10 Minutes	Budget Impact Grant monies supplement the Cultural Arts Division's programing.
Is This Time Sensitive No	Description of this Item This ZAP grant assists in funding the following programs and events offered through the Murray Cultural Arts Division. PUBLIC PRESENTING/PRODUCING Arts in the Park Evening Series, Children Matinee, Lunch, Family Night Series Winter Community Art Pass featuring all local art agencies and high school productions, touring companies City Storytelling Festival ARTS IN EDUCATION School Residencies (storytelling, dance, theater, visual arts) – 13 schools Assemblies (i.e. Arts Power, Missoula Children's Theater) Secondary Art Show Halloween Literary Competition grades 2-12, Haunted Tales Storytelling Festival for winners Summer Drama Camps, Band Camps Museum and Cemetery Tours
Date October 15, 2018	

Continued from Page 1:

COMMUNITY EDUCATION/EXHIBITS AND RECOGNITION

- Juried Art Show
- Music and Literary Competitions
- Museum Programming
- History Tours/Historic Preservation
- Annual Art and History Awards

LOCAL ART ORGANIZATION SUPPORT

- Combined Seasons
- Coordinated Marketing and Ticket Sales
- Grants
- Facility Access (amphitheater and school facilities free for rehearsals/performances)
- Training

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY FOR RECEIPT
BY THE CITY OF TIER II "ZOO, ARTS, AND PARKS" FUNDS.

WHEREAS, Salt Lake County ("County") has imposed a local sales and use tax, pursuant to UTAH CODE ANN. §59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "Zoo, Arts, and Parks Funds" ("Funds"); and

WHEREAS, the City has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council as follows:

1. It hereby approves the Interlocal Cooperation Agreement between the City and Salt Lake County providing for receipt by the City of Tier II "Zoo, Arts, and Parks" funds to be used by the City's Murray City Cultural Arts in the amount of approximately \$85,000.00.
2. The Mayor and the City Recorder are hereby authorized to execute the Agreement for and in behalf of the City.
3. The Agreement shall be effective upon execution.

PASSED AND APPROVED this _____ day of _____, 2018.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Jennifer Kennedy
City Recorder

Murray City Cultural Arts
Murray City Cultural Arts
85,000.00

ZAP 2018 Tier II Contract

Salt Lake County Contract #: 22018079

SALT LAKE COUNTY

District Attorney No. SK18-11798, Approved 1-Aug-2018, Expires 31-Aug-2019

TIER II

ZOO, ARTS AND PARKS FUNDING AGREEMENT

between

SALT LAKE COUNTY

and

Murray City Cultural Arts

THIS AGREEMENT is made and entered into this 1st day of September, 2018 by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("COUNTY"), and **Murray City Cultural Arts** either a Utah non-profit organization or governmental entity, whose mailing address is **5025 South State, Murray City, Murray City, UT 84107** ("RECIPIENT").

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-701, et seq., and has enacted an ordinance, Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as well as policies governing distribution of the revenues collected by this tax, which revenues are referred to as the "Zoo, Arts & Parks Funds" ("Funds").

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of Funds as specified, the parties agree as follows:

1. SCOPE OF AGREEMENT:

In exchange for receipt of the Funds specified in Paragraph 3 below, RECIPIENT agrees to the following terms and uses for the Funds:

1. Funds shall be expended within Salt Lake County as set forth with greater specificity in RECIPIENT'S Application Form (Exhibit 1) and, if applicable, COUNTY'S additional requirements letter (Exhibit 3), incorporated herein by reference, and as further defined and set forth herein and pursuant to Utah Code Ann. §§ 59-12-701, et seq.; Chapter 3.07 Salt Lake County Code of Ordinances, 2005; and those policies, applications and standards established by Salt Lake County to administer the distribution of the Funds.
2. Funds may not be expended for the following non-qualifying expenditures, outlined more fully in Countywide Policy No. 1031: capital construction expenses, acquisition of real property or any interest in real property, depreciation or amortization of any asset including real property, improvement to real property, payments into an endowment corpus, expenditures outside of Salt Lake County, fund-raising expenditures related to capital or endowment campaign, repayment of loans or interest thereon, grants or re-grants, scholarships, interest payments, direct political lobbying, expenditures not directly related to RECIPIENT's primary purpose, non-deductible tax penalties, bad debt expense, and any operating expenses that are utilized in calculating federal unrelated business income tax.
3. RECIPIENT agrees to update the contacts for their organization through the online grantor management system (currently ZoomGrants) and directly to ZAP program staff in a timely manner.
4. RECIPIENT agrees to submit an Evaluation Report detailing how Funds were expended on or before March 31, 2020. RECIPIENT understands that current and future Funds may be withheld due to an inadequate, incomplete, or non-submitted Actual Use/Evaluation Report.
5. RECIPIENT agrees to acknowledge the Salt Lake County Zoo, Arts and Parks program ("ZAP Program") in writing and orally, including acknowledging the Salt Lake County ZAP Program at events for which Funds have been utilized. RECIPIENT further agrees to use its best efforts to use the official Zoo, Arts & Parks logo on written

material such as playbills, brochures, appropriate advertisements, flyers, banners, websites and newsletters. RECIPIENT may use other acknowledgments as appropriate, such as announcements from the stage, in media releases, on supertitles, on pre-event videos, etc. If RECIPIENT has a website, the Zoo, Arts and Parks logo shall be displayed on the donor/sponsor page or other prominent page of the website. RECIPIENT shall follow the guidelines in Exhibit 2, ZAP Logo Usage and Acknowledgment Guide.

6. RECIPIENT shall provide COUNTY with a copy of programs or other printed material acknowledging the COUNTY and the ZAP Program with the Evaluation Report under Subparagraph 1D above.
7. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote RECIPIENT'S programs and projects. Submission by email is preferred at PRZAP@slco.org.
8. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Salt Lake County. RECIPIENT further agrees to publicly announce (in some manner) that this has been sponsored by the Salt Lake County Zoo, Arts and Parks Program (using this or similar wording) and to inform the COUNTY'S Representative, named below, of such an event in advance and in a timely manner.
9. RECIPIENT agrees to use the www.nowplayingutah.com (NPU) website to promote its events. This arts and cultural calendar has been created by the ZAP Program, Utah Division of Arts and Museums and Visit Salt Lake in order to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. RECIPIENT shall provide its publicity materials to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc., including linking to NPU from RECIPIENT'S website. RECIPIENT also agrees to list artist profiles on NPU.
10. RECIPIENT agrees to provide tickets to any non-fundraising event, without charge and within reason, as requested by COUNTY'S Representative to enable the Tier II Advisory Board to better review and evaluate RECIPIENT'S organization and programs. RECIPIENT is encouraged to extend to Tier II Advisory Board members an invitation to at least one event per year without charge for evaluation purposes. RECIPIENT shall use the ZAP invitation form, found on the ZAP website, to submit invitations to the Tier II Advisory Board.
11. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee or in violation of the Public Employees Ethics Act, Utah Code Ann. §§ 67-16-1, et. seq.
12. COUNTY may sponsor an event that highlights the ZAP Program and showcases the recipients of ZAP funding. If the COUNTY sponsors such an event and RECIPIENT is invited to participate, RECIPIENT will use its best efforts to reasonably participate as requested.
13. The RECIPIENT agrees that, although it may not be a "public body" as defined by the Utah Open and Public Meeting statute, Utah Code Ann. §§ 52-4-101, et. seq., because RECIPIENT receives public funds, it will use its best efforts to adhere to the spirit of the statute by making its board meetings open to the public.
14. COUNTY is preparing an online training for all recipients. When this training becomes available, RECIPIENT agrees that at least one representative from the organization will complete the training on an annual basis.
15. Salt Lake County has invested in a dashboard system, called Salt Lake MetroStat, which highlights real-time data on the services it provides. The ZAP Program provides data to the Salt Lake MetroStat Dashboard that highlights grantee activities. RECIPIENT agrees to participate in the dashboard project by providing data upon request. The data will be similar to information requested in the ZAP Application Form, such as attendance, free admissions, expenditures, and staffing.

2. PUBLIC FUNDS AND PUBLIC MONIES:

1. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in RECIPIENT'S possession.
2. RECIPIENT'S Obligation: RECIPIENT of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for ZAP qualifying activities in Salt Lake County. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. RECIPIENT expressly understands that COUNTY may monitor the expenditure of public funds by RECIPIENT.
3. COUNTY reserves the right to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.
4. RECIPIENT expressly understands that COUNTY may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

3. CONTRIBUTION:

Payment of Funds to RECIPIENT and the amounts thereof shall be determined and paid as set forth in Chapter 3.07, Salt Lake County Ordinances, 2005; and the COUNTY'S Policy #1031. Payment of Funds to RECIPIENT for the ZAP fiscal year 2018 shall be approximately **\$85,000** of the funds designated for Tier II qualifying organizations. This amount is based on 2018 ZAP revenue projections and the Tier II Advisory Board's recommendation as approved by the Salt Lake County Council. Actual amount distributed to RECIPIENT may be decreased if 2018 ZAP revenues differ from those projected. The COUNTY recognizes that if a RECIPIENT is awarded less funding than requested, the project as described in the Application Form may be scaled back commensurately. Funds may be distributed in several payments. Any past due balances owed to a county facility or agency may first be deducted before any distribution of FUNDS made to RECIPIENT.

4. EFFECTIVE DATE:

This agreement shall be for a term of one (1) year, beginning on the date of the first distribution of Funds to RECIPIENT, and shall not be renewable. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within either RECIPIENT'S fiscal year or the time period indicated in its 2018 Application Form. All covenants made by RECIPIENT will survive the expiration or termination date of this Agreement if, at that time, any Funds paid to RECIPIENT under this Agreement remain unexpended, and such covenants shall continue to bind RECIPIENT until all such Funds are expended or returned to COUNTY.

If all Funds received under this Agreement are not expended during RECIPIENT'S fiscal year or time period indicated in its 2018 Application Form, RECIPIENT agrees to account for the Funds in the succeeding fiscal year pursuant the terms and conditions of this Agreement.

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

5. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by COUNTY from time to time upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a professional manner and form and, if so requested, in a manner and form specified by the Salt Lake County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, the parties agree that the COUNTY's review and/or disclosure of said records will be governed by the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If any records obtained by the COUNTY reveal that RECIPIENT is in violation of this Agreement, the COUNTY may make use of and disclose such records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. ASSIGNMENT AND TRANSFER OF FUNDS:

It is understood and agreed that RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

7. INDEPENDENT ENTITY:

It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent entity. RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representative, or any other of COUNTY'S officers, agents or employees. The parties stipulate that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. To the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S Application Form and in this Agreement, COUNTY shall have the rights provided under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

8. INDEMNIFICATION:

1. Unless RECIPIENT is governmental entity in the State of Utah, the Parties agree to the following indemnification provisions:

RECIPIENT shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

COUNTY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act,

Utah Code Ann. §§ 63G-7-101 et. seq. (the "Act"). The Parties agree that COUNTY shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed, in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

2. If RECIPIENT is a governmental entity in the State of Utah, the Parties agree to the following indemnification provision:

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 et. seq. (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the COUNTY and the RECIPIENT shall be responsible for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the COUNTY nor the RECIPIENT shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

9. INSURANCE:

RECIPIENT shall maintain insurance in accordance with industry standards and as is reasonably appropriate for the type of events, programs and operations RECIPIENT conducts.

10. NO OFFICER OR EMPLOYEE INTEREST:

RECIPIENT understands and represents that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

11. TERMINATION:

The COUNTY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. The COUNTY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within the 30-day period, COUNTY may terminate this Agreement. Upon termination of this agreement, RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement and the COUNTY may, in its sole discretion, seek repayment of expended funds previously paid to RECIPIENT under this Agreement.

The COUNTY may terminate this agreement for the following non-inclusive reasons:

1. RECIPIENT no longer qualifies for receipt of funding as a Tier II organization under the COUNTY'S ZAP Program,
2. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information.
3. RECIPIENT fails the minimum financial health test and its financial health plan is not accepted by the COUNTY.
4. RECIPIENT fails to supply adequate financial health reports (if required by this Agreement),
5. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable.
6. Any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S Application Form and in this Agreement

The parties agree that rights and remedies of the COUNTY in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an 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; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2005; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

13. COUNTY REPRESENTATIVE:

COUNTY hereby appoints the Program Director of the COUNTY'S ZAP Program as COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary for RECIPIENT'S performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees during RECIPIENT'S ordinary course of business or in RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

14. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents and employees will comply with all laws, federal, state or local, which apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

15. ADDITIONAL DOCUMENTS:

The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made a part hereof as exhibits:

1. Application Form – (Exhibit 1)
2. ZAP Logo Usage and Acknowledgement Guide – (Exhibit 2)
3. Additional Requirements Letter, if applicable – (Exhibit 3)

16. INTERPRETATION:

The entire agreement among the parties shall consist of this Agreement and the documents set forth above in paragraph 15. All documents are complementary and the provisions of each document shall be equally binding upon the parties. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents in the order set forth in paragraph 15 above. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., (1953, as amended); and Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as amended; and County Policy #1031.

17. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by the District Attorney's Office, any alteration without the approval of the District Attorney's Office shall render the agreement void and without effect.

18. SURVIVAL:

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

19. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Salt Lake County, both as to interpretation and performance.

20. WARRANT OF AUTHORITY:

Any person signing this Agreement warrants his or her authority to do so and bind RECIPIENT. RECIPIENT understands that COUNTY may require RECIPIENT to return all Funds paid to RECIPIENT based upon a breach of the warrant of authority.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year recited above.

Approved as to Form:

/s/Lannie K. Chapman
Lannie K. Chapman
Deputy District Attorney

Date: September 1, 2018

Documents

Murray City Cultural Arts

Salt Lake County
Zoo, Arts, Parks

2018 Tier II Application

link: [Exhibit 2 - Logo Guide](#)

Signatures

IMPORTANT: BE SURE TO INCLUDE Your Name, Title, and Organization

Salt Lake County

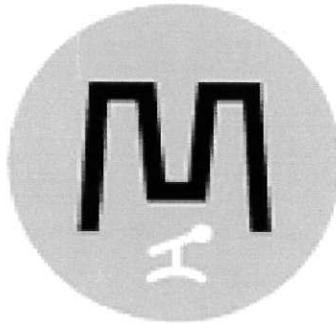
Murray City Cultural Arts

**By:
Mayor or Designee**

Not signed yet.

Not signed yet.

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MURRAY
CITY COUNCIL

New Business Item #3



MURRAY

Police Department

Execution of Resolution Regarding AISU and Murray City Police Dept.

Council Action Request

Council Meeting

Meeting Date: November 6, 2018

Department Director Chief Craig Burnett	Purpose of Proposal Resolution and Interlocal Agreement between Murray City and American International School of Utah (AISU)
Phone # 801-264-2613	Action Requested Execution of Resolution
Presenters Chief Burnett	Attachments Copy of Interlocal Agreement and Resolution
Required Time for Presentation	Budget Impact Receipt of funds from AISU totaling \$12,000 during this fiscal year
Is This Time Sensitive Yes	Description of this Item As listed above
Mayor's Approval  Blair Camp	
Date October 24, 2018	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AMERICAN INTERNATIONAL SCHOOL OF UTAH ("AISU") AND MURRAY CITY ("CITY"), RELATING TO SCHOOL RESOURCE OFFICER PROVIDED BY THE CITY TO AISU

WHEREAS, the City and AISU are "public agencies" authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the City and AISU desire to establish a School Resource Officer Program ("Program"); and

WHEREAS, the purpose of this Program is to provide for the health, safety, and welfare of AISU students by providing a partnership program involving a police officer, or School Resource Officer ("SRO"), assigned by the City Police Department to AISU; and

WHEREAS, the City and AISU want to formally set forth the terms and conditions of the services to be provided by the SRO at AISU.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that:

1. It does hereby approve an Interlocal Cooperation Agreement between the City and AISU in substantially the form attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City and AISU; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this _____ day of _____, 20_____.
MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Jennifer Kennedy, City Recorder

INTERLOCAL COOPERATION AGREEMENT

Between Murray City and the American International School of Utah

SCHOOL RESOURCE OFFICERS

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into this _____ of _____, 2018, by and between Murray City Corporation (the “City”) and the American International School of Utah (“AISU”).

RECITALS

1. The City and AISU are “public agencies” authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.
2. The City and AISU desire to establish a School Resource Officer Program (“Program”) to provide for the health, safety, and welfare of AISU students by providing a School Resource Officer (“SRO”), assigned by the City Police Department (“Police Department”), to AISU.
3. The purpose of this Agreement is to set forth the terms and conditions of the services to be provided by the SROs at AISU.

In consideration of the mutual covenants set forth herein, the City and AISU agree as follows:

1. THE CITY’S OBLIGATIONS & RESPONSIBILITIES:

- a. Subject to annual appropriation by the City and the availability of appropriated funds, the City will pay the remaining funds in excess of the funds paid by AISU as provided in paragraph 3 of this Agreement for SRO services including the costs of police officers to support the Program.
- b. The Police Department will schedule the working hours of the SROs supporting the Program, taking into account the 2018/2019 AISU calendar. The hours of SRO availability will be during normal school hours while the school is in session. Adjustments outside these regular hours shall be by mutual agreement in writing between AISU and the Police Department.
- c. Police officers supporting the Program will be City employees recruited and employed by the Police Department. The SROs’ salaries, payroll taxes, payroll based expenses, including workers’ compensation insurance, and benefits are the responsibility of, and will be paid exclusively by the City.

- d. Notwithstanding anything to the contrary herein, all scheduling, deployment and, supervision of the SROs supporting the Program will be the responsibility of the Police Department.
- e. The Police Department reserves the right to remove/re-assign any SRO but will give prior notification to AISU.
- f. The Police Department reserves the option and is not obligated to substitute police officers when any regularly scheduled SRO is not available to support the Program.

2. **MUTUAL OBLIGATIONS & RESPONSIBILITIES:**

- a. The City and AISU understand the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture they are a part of.
- b. The mission of the SRO is to provide for and maintain a safe, healthy and productive learning environment while acting as a positive role model for students by working in a cooperative, proactive, problem-solving partnership between the City and AISU. The following also sets forth guidelines to ensure that the City and AISU have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.
 - i. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school disciplinary codes or standards and the appropriate administrative action to take. However, the SRO may share information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of AISU disciplinary policies and codes and the discipline codes of the school. The SRO shall become familiar with school disciplinary codes and standards and will meet at least annually with the Executive Director and Director(s) for the purpose of reviewing applicable disciplinary standards.
 - ii. The Director(s), school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on school property or at school sponsored functions it is agreed and understood that the SRO, as an employee of the City, is authorized to receive and appropriately act on any such foregoing reports.

- iii. The SRO is not to be used for regularly assigned lunchroom duties, as hall or detention monitor, or other monitoring duties. If there is a problem in such areas, the SRO may temporarily assist the school until the problem is resolved.
- c. The SRO will:
 - i. Differentiate between disciplinary issues and crime-related problems and respond appropriately.
 - ii. De-escalate school-based incidents whenever possible.
 - iii. Enhance school safety on school grounds to help foster a safe and secure learning environment.
 - iv. As partners with AISU, when appropriate, SROs may assist with resolving law enforcement issues that affect AISU and the broader community.
 - v. Provide a positive liaison between the Police Department, the students, and the school administration.
 - vi. When requested by school administration, participate in meetings with school administration during the SROs normal shift.
 - vii. Officers making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle shall notify the school Director(s) or the Director's designee in a reasonable time period.
 - viii. Question students in a manner and a time when it has least impact on the student/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- d. AISU will:
 - i. Provide an office/storage or work space for SRO's materials and personal effects.
 - ii. Provide teaching equipment and supplies.
 - iii. School administration will arrange meetings with the SRO as needed by the school administration.
 - iv. De-escalate school-based incidents whenever possible.

- v. Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it is absolutely necessary or required by law.
- vi. Cooperate with Police Department-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.
- vii. Provide ongoing feedback to the Police Department for evaluation purposes.
- viii. Notify parents as soon as possible when students are ticketed or arrested.

e. The Police Department will:

- i. Provide SRO supervision.
- ii. Provide an SRO-trained police officer, when such training is required by state law.
- iii. Ensure that the SRO has uniforms and equipment.
- iv. Ensure that a member of the Police Department, having a rank of Lieutenant or above, maintains communication with school administration, and conduct face to face meetings at least once per trimester to evaluate the performance of services provided by the SRO.
- v. Assist SROs to learn their role within AISU and to learn the rights afforded to students. Trainings may include such topics as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; and practices proven to improve school climate.

f. Special Considerations:

- i. AISU shall be responsible to follow its emergency healthcare policies or guidelines in dealing with someone who is found on school property to be ill or injured. Word shall immediately be sent to the responsible school authority designated to handle emergencies. This person will take charge of the emergency. A SRO who finds, or is notified of, an ill or injured person on school property may summon medical assistance from the responsible school authority including a school nurse or other qualified campus medical personnel. The school medical personnel will evaluate the severity of the illness/injury and provide the appropriate degree of medical attention for cases not requiring transportation to a medical facility. For

persons found unconscious, suffering from obvious serious injury/illness, or in the absence of a readily accessible nurse or other medical personnel on the school campus, City Fire Department personnel will be immediately summoned and/or are responsible for determining and providing the appropriate degree of medical attention, including transportation to a medical facility.

- ii. Although SROs will be working in conjunction with the school staff, they will report directly to the Police Department on any administrative matters and will follow the Police Department command structure.
- iii. AISU acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year, that may include, but are not limited to: weapons qualification required by the Police Department; in service training required by the Police Department; and court appearances.
- iv. Although the primary duty of an SRO is to handle criminal matters at the school, SROs may use discretion allowed them under Police Department policy.
- v. Although SROs remain employees of the Police Department, SROs are required to spend their duty day on the campus of the school they are assigned to except as required to perform other assigned duties by the Police Department.

3. REIMBURSEMENT BY AISU.

- a. From August 1, 2018 through June 30, 2019, AISU agrees to pay, and the City accepts, as full and complete compensation to the City for SRO Program, a fixed cost of Twelve Thousand and No/100 Dollars (\$ 12,000.00) payable on a prorated monthly basis during the term hereof. If AISU uses the services of a City Police officer beyond the 40 hour work week for work that is not covered by this Agreement, AISU shall pay the City police officer under the City Police Department extra duty work policy.
- b. The City and AISU acknowledge that (i) neither party by this Agreement irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party. The Parties understand and agree that any expenditures by the City or AISU shall extend only to funds appropriated by the City Council and AISU for the purpose of this Agreement, encumbered for the purpose of the Agreement.

4. SRO SCHEDULE AND ASSIGNMENT.

- a. The SRO Program will consist of having one officer in AISU eight hours per day for five days per week, or 40 hours per each school per one week period for the School year.
- c. The City has the sole and absolute discretion regarding assignments of SROs or other patrol officers beyond the assigned contracted days. If AISU requests and obtains approval for additional coverage from the City, the Police Department may seek compensation or reimbursement for the additional cost associated with that coverage, if any, to be paid from AISU's budget.

5. TERM/Miscellaneous Provisions:

- a. Term. This Agreement shall be effective for five (5) school years unless it is terminated earlier as provided herein. The initial one (1) year term of this Agreement begins in the 2018-2019 school year. Service days will be determined by the individual school calendar where SRO's are assigned. After the initial one (1) year term, AISU may renew the Agreement for four (4) additional one (1) year terms by providing written notification to the City its intent to renew thirty (30) days before the expiration date. Any option to extend the term of the Agreement is effective only after the City agrees to extend the term. The cost to extend the term each school year will be mutually agreed to by the Parties in writing. For planning and budgeting purposes, the City shall provide the estimated cost of the SRO Program to AISU no later than April 30 of each year. Thereafter, the City will confirm the actual cost of the SRO Program for the following year before the spring semester will be determined prior to July 1 of the subsequent year, subject to officers' salary revisions by the City.
- b. Any extension of this Agreement is subject to annual appropriation of funds by both the City and AISU.
- c. Assignment: AISU shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without prior written consent of the City.
- d. Law: This Agreement is subject to and shall be interpreted under the laws of the state of Utah. Court venue and jurisdiction shall exclusively be in the Third Judicial District Court for Salt Lake County, Utah.
- e. Performance of the City's obligations under this Agreement are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to City spending limitations, the City may terminate this Agreement without compensation to the AISU. AISU's participation under this Agreement is subject to annual appropriation of funds by AISU.

- f. The City may terminate this Agreement with AISU for the City's convenience upon thirty (30) days written notice to AISU without compensation to AISU. AISU may terminate this Agreement with the City for AISU's convenience upon thirty (30) days written notice to the City without compensation to the City except for services actually performed prior to the termination or during the thirty (30) day notice period.
- g. This Agreement is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on AISU or the City.
- h. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this Agreement shall be deemed to be incidental beneficiaries only.
- i. This Agreement constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties.
- j. The provision of services under this Agreement is for the benefit of both Parties to the Agreement. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement.
- k. AISU shall have no claim or action at law against the City for breach or termination of this Agreement by the City, and AISU expressly waives and releases the City from any claim or action at law or equity under, or resulting in any manner from, this Agreement. The City shall have no claim or action at law against AISU for breach or termination of this Agreement by AISU, and the City expressly waives and releases AISU from any claim or action at law or equity under, or resulting in any manner from, this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, AISU and the City have caused this Agreement to be duly executed as of the day and year first written above.

MURRAY CITY CORPORATION

D. Blair Camp, Mayor

TASI YOUNG – AISU
EXECUTIVE DIRECTOR

(Signature)

ATTEST:

(Print Name and Title)

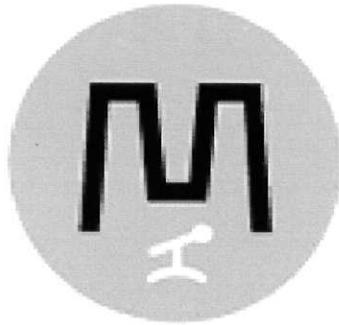
City Recorder

APPROVED AS TO FORM:

City Attorney's Office

APPROVED AS TO CONTENT:

Murray City Police Department



MURRAY
CITY COUNCIL

New Business Item #4



MURRAY

Council Action Request

City Attorney's Office

Resolution to Approve Termination of Development Agreement

Council Meeting

Meeting Date: November 6, 2018

Department Director G.L. Critchfield	Purpose of Proposal To Consider a Resolution Approving the Termination of the Development Agreement for the Vine Street Senior Living Project
Phone # 801-264-2640	Action Requested Actionable - Consider adopting resolution to authorize Mayor to execute the termination of the development agreement
Presenters G.L. Critchfield	Attachments Draft Resolution and Development Agreement Termination
	Budget Impact No budget impact
Required Time for Presentation 10 Minutes	Description of this Item In 2017, the City entered into a development agreement (the "Agreement") with Parkview Properties, LLC to develop a senior living project on Vine Street. For various reasons, the development did not occur. The Agreement was recorded with the County Recorder, and now clouds the title. The owners of the property have a portion of the property under contract to be sold to other parties. The recorded Agreement needs to be officially terminated - and that termination will need to be recorded with the County so that the title will be cleared and the property may be sold. Because the Council authorized the Mayor to enter into the underlying Development Agreement, the Council will need to approve and authorize by resolution the termination of the Agreement for the termination to be effective.
Is This Time Sensitive Yes	
Mayor's Approval  Blair Camp	
Date October 18, 2018	

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TERMINATION OF DEVELOPMENT AGREEMENT FOR THE VINE STREET SENIOR LIVING PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE TERMINATION

WHEREAS, on October 3, 2017 Murray City Corporation ("City") and Parkview Properties, LLC, an affiliate of Dakota Pacific Real Estate Partners, a JR Miller Enterprises Company ("Developer") (collectively, "the Parties") entered into a development agreement (the "Agreement") in anticipation of Developer developing parcels of real property located at approximately 184, 186 and 190 East Vine Street and 4998, 5000 and 5004 South Jones Court in Murray, Utah (the "Properties") for the "Vine Street Senior Living Project"; and

WHEREAS, on November 21, 2017, the Parties recorded the Agreement with the Salt Lake County Recorder to act as a "Notice of Interest" in the Properties; and

WHEREAS, the Parties now desire to terminate the Agreement and release any recorded notice of interest in favor of the current record title owner of the Properties; and

WHEREAS, the City Council approves the termination of the Agreement (the "Termination") and wants to authorize the Mayor to execute the Termination on behalf of the City; and

WHEREAS, the Termination will be filed with the Salt Lake County Recorder's Office to release any interest the Parties may have had in the Properties;

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council as follows:

1. That after due consideration and discussion, the City Council hereby approves the Termination of Development Agreement for the Vine Street Senior Living Project in substantially the form found in Exhibit "A" attached hereto; and
2. The Mayor and the City Recorder are hereby authorized to execute the Termination for and in behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2018.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Jennifer Kennedy
City Recorder

Exhibit “A”

Termination of Development Agreement for the
Vine Street Senior Living Project
Murray City, Salt Lake County, Utah

When Recorded Mail to:
Murray City Corporation
5025 South State Street
Murray, Utah 84107

TERMINATION OF DEVELOPMENT AGREEMENT FOR THE VINE STREET SENIOR LIVING PROJECT MURRAY CITY, SALT LAKE COUNTY, UTAH

Reference is hereby made to that certain Development Agreement for the Vine Street Senior Living Project Murray City, Salt Lake County, Utah, recorded November 21, 2017, as Entry No. 12664271 in Book 10622 at Page 562-617, of the records of the Salt Lake County Recorder.

Said document referenced above in this Termination relates to certain real property located in Salt Lake County, State of Utah, which is particularly described as follows:

See legal description attached as Exhibit "A" and made part hereof

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned does hereby terminate, extinguish and release in favor of the current record title owner of the above described property, any and all right, title, interest and conditions of the undersigned in said property as created by the above described Termination of Development Agreement for the Vine Street Senior Living Project Murray City, Salt Lake County, Utah.

This Termination is executed by the undersigned with full authority.

IN WITNESS WHEREOF I have hereunto set my hand this day of October, 2018.

**Parkview Properties, LLC, a Utah Limited
Liability Company**
An affiliate of:
Dakota Pacific Real Estate Partners a:
JR Miller Enterprises Company

By: _____

Its: _____

State of Utah)
ss.
County of Salt Lake)

On the _____ day of October, 2018, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah,
_____, who acknowledged to me that he/she is the Manager of Parkview Properties, LLC, a Utah Limited Liability Company, an affiliate of Dakota Pacific Real Estate Partners a JR Miller Enterprises Company and signed it freely and voluntarily and in behalf of said Company for the purposes mentioned herein.

Notary Public

My Commission Expires: _____ Residing at: _____

ATTEST:

MURRAY CITY CORPORATION

Jennifer Kennedy, City Recorder

D. Blair Camp, Mayor

Approved as to form:

G.L. Critchfield, City Attorney

State of Utah)
ss.

County of Salt Lake

On the day of October, 2018, personally appeared before me, the undersigned notary public in and for the County of Salt Lake, State of Utah, D. Blair Camp and Jennifer Kennedy who acknowledged to me that they are the Mayor and Recorder, respectively of MURRAY CITY CORPORATION, A Utah municipal corporation and signed it freely and voluntarily and in behalf of said municipal corporation for the purposes mentioned herein.

Notary Public

My Commission Expires: _____ Residing at: _____

EXHIBIT "A"

Map ID 8 APN 2207157035

Beginning at a point which is South 354.00 feet from the Northeast corner of Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 49.66 feet; thence South 88°40'20" East 96.00 feet; thence North 01°19'40" East 2.75 feet; thence South 88°40'20" East 70.57 feet to a point on the Westerly right of way line of Jones Court as determined by the Murray City Engineer; thence along said Westerly right of way line North 14°57'40" East 19.54 feet to the Southerly boundary line of the Irene K. Merrick Property, as described in that certain Warranty Deed recorded June 11, 1976, as Entry No. 2823639, in Book 4230, at Page 261, of official records; thence along said Southerly boundary line North 81°00'00" West 58.80 feet to the Southwest corner of said 'Merrick' property; thence North 78°42' West 115.80 feet to the point of beginning.

Together with a right of way over the following described tract: Beginning at a point South 404.12 feet and East 20 feet from the Northeast corner of said Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 132.88 feet; thence West 20 feet; thence South 20 feet; thence East 20 feet; thence North 10 feet; thence East 144 feet; thence North 10 feet; thence West 127.5 feet; thence North 132.498 feet; thence North 88°40'20" West 16.504 feet to the place of beginning.

Less and excepting from said right of way, that portion lying within Arlington Avenue.

Also less and excepting from said right of way, that portion lying within the boundaries of the land owned by Redevelopment Agency of Murray City, as described in that Certain Warranty Deed recorded May 14, 1991, as Entry No. 5065904, in Book 6315, at Page 2500, of official records.

Map ID 10 APN 2207157029

Tract No. 1:

Beginning 1.7 chains South of the Northeast corner of Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 63° East 142.78 feet; thence South 14°45' West 183 feet; thence West 69 feet; thence North 237 feet, more or less to the point of beginning.

Excepting therefrom that portion deeded to Murray City, described as follows:

Beginning 1.7 chains South from the Northeast corner of Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 101.1 feet; thence North 15°27' East 91.9 feet; thence North 65° West 27.5 feet to the point of beginning.

Tract No. 2:

Beginning 1.7 chains South and South 63° East 2.16 chains from the Northeast corner of Lot 2; Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 63° East 50 feet; thence South 14°45' West 183 feet; thence North 63° West 50 feet; thence North 14°45' East 183 feet to the point of beginning.

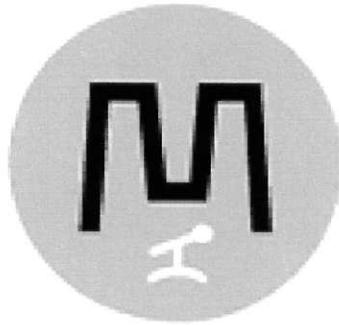
Tract No. 3

Beginning 354.0 feet South of the Northeast corner of Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 69 feet; thence South 63° East 50 feet; thence North 78°42' West 115.8 feet to the point of beginning.
Tract No. 4

Beginning 1.7 chains South and South 63° East 192.56 feet from the Northeast corner of Lot 2, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 14°45' West 155 feet, in an old fence line except that portion in Vine Street, to a point 1.5 feet Northerly from the Northwest corner of a concrete shed; thence South 75°15' East 2.00 feet; thence North 14°45' East 154.57 feet; thence North 63° West 2.05 feet to the point of beginning.

Map ID 11 APN 2207157042

Beginning at a point on the Southerly right-of-way line of Vine Street, said point being South 63°04'40" East, 437.31 feet and South 26°55'20" West, 33.00 feet from an existing Salt Lake County Monument in the intersection of State and Vine Street, said Monument being located 832.44 feet East and 1181.03 feet South from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 148.91 feet; thence South 00°05'15" West, 40.68 feet; thence East, 54.85 feet; thence South 00°05'15" West, 186.35 feet; thence West 21.52 feet to the Northerly right-of-way line of Arlington Avenue, thence Southeasterly along the Northerly right-of-way line of Arlington Avenue the following two courses: S 64°10'00" E, 34.56 feet; thence Southeasterly 51.66 feet along the arc of a 143.70 foot radius curve to the left, (chord bears South 74°27'55" East, 51.38 feet); thence North, 277.86 feet; thence North 15°27'00" East, 62.96 feet to the Southerly right-of-way line of Vine Street; thence North 63°04'40" West, 146.20 feet to the point of beginning.



MURRAY
CITY COUNCIL

New Business Item #5



MURRAY

City Council

2019 Murray City Municipal Council Meeting Schedule

Council Action Request

Council Meeting

Meeting Date: November 6, 2018

Department Director Janet M. Lopez	Purpose of Proposal Consider a resolution adopting the regular meeting schedule of the Murray City Municipal Council for calendar year 2019.
Phone # 801-264-2622	Action Requested Actionable. Adoption of meeting schedule.
Presenters Janet Lopez	Attachments Proposed schedule, event calendar for 2019.
Required Time for Presentation 5 Minutes	Budget Impact None.
Is This Time Sensitive Yes	Description of this Item Regular council meeting dates are scheduled for the first and third Tuesdays of each month, however, meeting dates have been revised for January, August, November and December based on holidays, conferences and elections. For your review, the attached documents outline the calendar events that council members may participate in throughout the calendar year.
Mayor's Approval	Please note suggested and mandatory budget meeting dates.
Date October 23, 2018	



MURRAY
CITY COUNCIL

MURRAY CITY MUNICIPAL COUNCIL

2019 MEETING SCHEDULE

Murray City Center, 5025 South State Street

COMMITTEE OF THE WHOLE – Conference Room #107

6:30 p.m. COUNCIL MEETING – Council Chambers

Tuesday, January 8

Tuesday, January 22

Tuesday, July 2

Tuesday, July 16

Tuesday, February 5

Tuesday, February 19

Tuesday, August 6

Tuesday, August 27

Tuesday, March 5

Tuesday, March 19

Tuesday, September 3

Tuesday, September 17

Tuesday, April 2

Tuesday, April 16

Tuesday, October 1

Tuesday, October 15

Tuesday, May 7

Tuesday, May 21

Tuesday, November 12

Tuesday, November 19

Tuesday, June 4

Tuesday, June 18

Tuesday, December 3

Tuesday, December 10

2019 City Council Conferences & Events

January 30, 2019	ULCT Local Officials Day at the Legislature
February 25-27, 2019	APPA Legislative Rally, Washington, DC (council chair) estimated
March 8-13, 2019	National League of Cities, Washington, DC (all council)
April 24 - 26, 2019	ULCT Midyear Convention, St. George

Budget Process

January/February	Mid-year budget review
May 7, 2019	CM - Mayor's Budget
May 8-14, 2019	Dale Vacation
May 15-17, 2019	Budget Review with Departments & Reconciliation
May 21, 2019	CM - Adopt Tentative Council Budget & set PH
June 4, 2019	CM - Budget PH
June 18, 2019	CM - Adopt Final FY 2019-2020 Budgets
June 3 – 7, 2019	Declaration of Candidacy
June 10-12, 2019	APPA Convention, Austin, Texas
July 4, 2019	Murray Fun Days
August 18-21, 2019	UAMPS Conference, Jackson, Wyoming
Sept. 11-13, 2019	ULCT Annual Convention, Salt Lake City (second Wed, Thurs, Friday)
November 5, 2019	Election Day – Municipal Elections – Districts 1, 3, 5
Dec. 13, 2019	Council Holiday Party for employees (second Friday)
January 7, 2020	Oath of Office Ceremony

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE REGULAR MEETING SCHEDULE OF
THE MURRAY CITY MUNICIPAL COUNCIL FOR CALENDAR YEAR
2019.

BE IT RESOLVED by the Murray City Municipal Council as follows:

1. The regular meeting schedule of the Murray City Municipal Council for calendar year 2019 shall be as provided in the attached.
2. The Murray City Municipal Council reserves the right to change the schedule or cancel any meetings it deems necessary consistent with the Utah Open and Public Meetings Act.
3. The City Recorder is directed to publish the attached schedule.

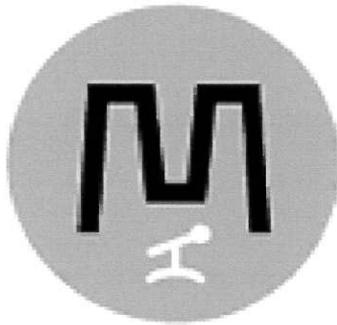
PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of Murray City, Utah, this day of November, 2018.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

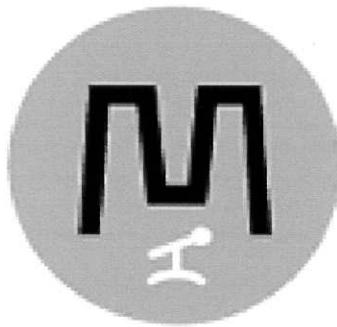
ATTEST:

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment