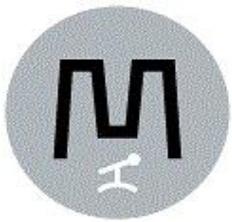




MURRAY
CITY COUNCIL

Committee of the Whole Meeting December 6, 2023



Murray City Municipal Council

Committee of the Whole

Meeting Notice

Wednesday December 6, 2023

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 5:30 p.m. on Wednesday, December 6, 2023 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Committee of the Whole Meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>.

Meeting Agenda

5:30 p.m. **Committee of the Whole** – Poplar Meeting Room #151
Garry Hrechkosy conducting.

Approval of Minutes

Committee of the Whole – November 14, 2023

Discussion Items

1. Discussion on an updated multi-jurisdictional automatic aid, mutual aid, fire, training, emergency medical, and other services agreement. Joseph Mittelman presenting. (10 minutes)
2. Discussion on an ordinance amending Sections 15.24.010 and 15.24.020 of the Murray City Municipal Code relating to the International Fire Code and collected permit fees. Joseph Mittelman presenting. (25 minutes)

Adjournment

NOTICE

Supporting materials are available for inspection on the Murray City website at www.murray.utah.gov.

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2663). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Poplar Meeting Room will be able to hear all discussions.

On Friday, December 1, 2023, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Hall, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

**MURRAY CITY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

Work Session Minutes of Tuesday, November 14, 2023

Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

Attendance:

Council Members:

David Rodgers	District #1
Pam Cotter	District #2
Rosalba Dominguez	District #3 – Vice- Chair
Diane Turner	District #4
Garry Hrechkosy	District #5 – Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Brenda Moore	Finance Director	Robert Wood	HBME, LLC - CPA
G.L. Critchfield	City Attorney	Tammy Kikuchi	Chief Communications Officer
Phil Markham	CED Director	Brooke Smith	City Recorder
Lori Edmunds	Parks & Recreation	Joey Mittelman	Fire Chief
Jeff Puls	Fire Department	Russ Kakala	Public Works Director
Craig Burnett	Police Chief	Kim Sorensen	Parks and Recreation Director
Emily Barton	Finance	Rob White	IT Director
Ella Olson	City Journals	Adam Hock	Citizen
Anthony Semone	NeighborWorks		

Conducting: Council Member Hrechkosy called the meeting to order at 3:15 pm.

Approval of Minutes: Committee of the Whole – October 3, 2023 and Committee of the Whole – October 17, 2023. Council Member Rodgers moved to approve, and Council Member Cotter seconded the motion. All in favor 5-0.

Discussion Items:

Independent audit for FY (Fiscal Year) 2022-2023

CPA Robert Wood with HBME who conducted the FY 2022-2023 audit reviewed the Annual Comprehensive Financial Report. He confirmed that the State required audit was complete and in doing so, an opinion was noted in the Independent Auditors Report. It stated that all the accompanying financial statements present fairly, in all material respects for governmental activities, business type activities, each major fund and aggregate remaining fund information for non-major funds, balance sheets, income statements and cash flows for enterprise funds and internal services funds. Mr. Wood said everything presented within the report is fairly stated and there were no material exceptions known, which is considered an unmodified or clean opinion, which is the very best opinion he can give as an independent auditor.

Mr. Wood noted supplementary information, reviewed the Government-Wide Financial analysis table, and proprietary funds. The Power Fund took a financial loss due to increased energy prices and had to pay \$12.2 million more for purchasing power on the market. The Statement of Activities was

examined to review profits and losses. Mr. Wood said there was a \$17 million increase in governmental activities and a \$6.5 million decrease due to the significant cost of energy. He said all fund balances are strong because all operational costs and budgets are well monitored. He reviewed all governmental funds on the balance sheet and said the General Fund Unassigned Fund balance, which is required by the State to be between 5% and 35%, was at 25.9%. This is approximately \$15,724,000 and puts reserves below the maximum threshold, and well above the 5% requirement.

The Income Statement was reviewed. Mr. Wood pointed out that the UTOPIA payment was reduced from \$1.9 million to \$1.4 million; overall, every fund had a positive ending balance, except the Municipal Building Authority fund, due to final construction needs at City Hall.

He said eight journal entries were made. They were not significant weaknesses and were basically reclasses, normal accruals, and adjustments for new standards on leases and subscriptions. This did not change the overall opinion. Mr. Wood explained how various contracts were thoroughly examined related to software assets located throughout the City. He explained this year due to market performance all Utah Retirement System pension plans are in a net pension liability position, but they are still funded anywhere from 94% to 97%.

In the final report there were no weaknesses in compliance to government auditing standards or within all areas of internal controls; in all situations there were no findings. There was a brief discussion about who would be conducting the City's audit next year, as the contract with HBME would expire this year.

- **Police Department Report**

Murray Police Chief Craig Burnett gave an overview about the MPD (Murray Police Department). He reviewed staffing and shared the organizational chart. Calls for service were noted for over the last three years including 2023 which is on pace to equal close to 47,000 calls.

MPD is looking into a new on-line service called Case Service Reporting, which is implemented through Versaterm. Citizens would use the on-line program instead of calling 911 to report certain incidents that would not require a police officer visit. He shared a heat map focused on areas of unsheltered communities and noted homeless issue areas are similar to the high crime heat map. The Studio 6 hotel and Wheeler Farm were of significant concern. He said officers met with these business owners to help them implement safety measures; and Salt Lake County has recently instructed Wheeler Farm to deforest thick areas where homeless camps have been hidden away.

The Chief discussed changes to the Murray K9 Police Unit which has two new police dogs. Dogs are only used for drug searches and non-aggressive situations. The POP (Problem Oriented Policing) Unit is underway where officers sign up to focus on particular issues like street racing, drug related issues and to spend time in high crime areas. They hope to make a better impact on concerns that cannot be addressed with daily patrol. He said being in the new building was an improvement where they have more space, however outside storage is now located off-site.

Ms. Turner asked about mental health professionals riding with MPD officers. The Chief said MPD utilizes MCOT (Mobile Crisis Outreach Team) provided by Salt Lake County, so there would be no ride-a-longs for health professionals with MPD. He said access to MCOT was a good and fast reliable resource to get help when needed. MPD officers are not clinical social workers, but they do receive training mandated by the State to help them handle social issues, which is for unsheltered people

exclusively with mental health issues and training is mandated for autism. The Chief stressed that MPD exists to serve the Murray community and officers try their best every night to keep people safe.

- **A resolution adopting the regular meeting schedule for the Murray City Municipal Council for calendar year 2024.**

Council Executive Director Jennifer Kennedy presented the proposed regular meeting schedule for 2024. It was proposed that the November 5, 2024 meeting be changed to November 12, 2024 because the 2024 Election Day fell on November 5, 2024. There was consensus to make that change. Ms. Dominguez proposed that the September 6, 2024 meeting be changed to the September 10, 2024, due to Labor Day weekend. There was consensus to make that change. Ms. Cotter expressed concern about public perception by changing certain meeting dates. She felt it would confuse citizens by not being consistent with the usual first and third Tuesday of each month. The final vote would be made in the council meeting.

- **Policies and Procedures for the Murray City Council.**

Ms. Kennedy explained that there were two existing documents in the Council Office regarding policies and procedures: the Murray City Municipal Council Handbook, and the Rules of the Murray City Municipal Council. While researching both documents she found that there was quite a bit of information that was overlapping or duplicated. To provide more clarity she combined the two documents into one document called the Murray City Council Policies and Procedures Handbook. She felt this would make finding procedures easier and be helpful for training future council members on policy.

She reported that Ms. Cotter and Ms. Dominguez submitted feedback prior to the meeting and her hope was to review the new handbook. She discussed page-by-page the textual cleanup and explained grammatical redundancy and noted a Table of Contents was added to help locate topics easier. She said a two thirds majority, or a four out of five-council vote was needed to change anything in the handbook. Ms. Dominguez thought to be consistent with council voting practices, the vote should instead be a simple majority vote, or three out of five votes . There was consensus to make that change.

Ms. Kennedy reviewed pages in the document. She reiterated that as she compared the two existing handbooks, different wording occurred for the same policy or procedure, all edits were basic clean up adjustments and updates were current policy. Ms. Turner requested redline versions to help understand how the two documents were combined.

Topics under Governance related to Resolutions, Council Initiatives, and Advice and Consent received input from Ms. Dominguez. Ms. Kennedy confirmed that City Code language could not be changed; council members must follow the council meeting agenda submission process with support from two other council members; and language could be added regarding research to say that a council member may ask council staff to conduct research for them. There was consensus to make that change.

Ms. Kennedy discussed that a new page called Communicating With The Media was added. She noted that when a council member speaks with the press, the council chair should be notified.

Two new items are now included on the Meetings page, which are Attendance Requirements for City Council Members; and Absences. Ms. Kennedy explained these policies have been in City Code for years, but they are now included in the new Policy and Procedures Handbook for better clarification.

Due to a time constraint, the discussion would continue at the next Committee of the Whole meeting.

Adjournment: 5:55 p.m.

Pattie Johnson
Council Office Administrator III

DRAFT



MURRAY
CITY COUNCIL

Discussion Items



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY

Power Department

Intermountain Power Agency (IPA) Legislative Update

Council Action Request

Committee of the Whole

Meeting Date: December 6, 2023

Department Director Greg Bellon	Purpose of Proposal To give an update about IPA and the most recent legislative meeting.
Phone # 801-264-2730	Action Requested None
Presenters Greg Bellon Rob Hughes, IPA Rep Eric Bawden, IPA Rep	Attachments none
Required Time for Presentation 30 Minutes	Budget Impact N/A
Is This Time Sensitive No	Description of this Item To inform the council about the IPA Plant. Currently, the Utah State Legislature has hired a firm to investigate the feasibility of keeping the IPA plant running as a coal fired plant. IPA representatives will be covering the impact of the proposal to IPA cities, including Murray.
Mayor's Approval 	
Date November 21, 2023	



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

Council Action Request

Murray City Fire Department

Multi-Jurisdictional Automatic Aid, Mutual Aid,

Fire, Training, Emergency Medical, and
Other Services Agreement

Committee of the Whole

Meeting Date: December 6, 2023

Department Director Joseph Mittelman	Purpose of Proposal Updating our expiring Automatic Aid agreement.
Phone # 801-264-2780	Action Requested Consider the council resolution for Murray to Sign the agreement.
Presenters Joseph Mittelman	Attachments Final copy for the Automatic aid agreement.
Required Time for Presentation 10 Minutes	Budget Impact Built into our current budget and employee responsibilities.
Is This Time Sensitive Yes	Description of this Item Over the past 20 plus years Murray has had a similar agreement. Our current agreement is expiring and we are required to renew our plan for receiving and giving aid to our neighboring agencies. The updated agreement is similar to the one that we have used for the past 5 years. The one major change is the addition of having Incident management teams (IMT) within the salt Lake valley. The IMT is a group of chief officers that serve as an expert group to assist with emergency operations on large scale disasters. This will assist with operations, planning, mitigation and recovery for the first 96 hours of an event. Murray has not used an IMT in the past but with the increase of disasters we feel this is a good option for Murray to have if needed.
Mayor's Approval 	
Date November 9, 2023	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN UPDATED MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID, FIRE, TRAINING, EMERGENCY MEDICAL, AND OTHER SERVICES AGREEMENT.

WHEREAS, UCA 11-7-1(1)(b) requires that Murray City Corporation ("City") cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal governmental agencies to maintain adequate fire protection within their territorial limits; and

WHEREAS UCA 11-7-1(2)(e) authorizes the City to contract jointly to provide fire protection with any contiguous county, municipal corporation, private corporation, fire district, state agency, or federal governmental agency; and

WHEREAS, the City was a party to a Multi-Jurisdictional Automatic Aid, Mutual Aid Fire, Training and Emergency Medical Services Agreement ("Multi-Jurisdictional Aid Agreement") that was effective from April 2, 2008 until its expiration in June of 2018; and

WHEREAS, on June 5, 2018, the City entered into a new Multi-Jurisdictional Aid Agreement that extended the Services provided under the 2008 version and which the City is currently still a party to; and

WHEREAS, an updated Multi-Jurisdictional Aid Agreement has been prepared which creates an Incident Management Team that allows for improved assistance between the participating entities during the first 96 hours of a large-scale disaster; and

WHEREAS, the City desires to enter into the updated Multi-Jurisdictional Aid Agreement in order to promote the health, safety, and welfare of its citizens; and

WHEREAS, the parties to the agreement want to benefit all parties and their citizens by entering into the updated agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, special enforcement (such as investigations, bomb squad, canine, etc.), special operations, large-scale disasters, and emergency medical services; and

WHEREAS, the City wants to cooperate with and assist the other parties in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area; and

WHEREAS, the City wants to provide and receive assistance whenever possible while maintaining its sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other parties in neighboring jurisdictions; and

WHEREAS, the City Council has reviewed and discussed the updated Multi-Jurisdictional Aid Agreement, in the form attached hereto as Exhibit A and incorporated herein by this reference (as conformed for execution by the City); and

WHEREAS, the City Council desires to adopt and approve the Multi-Jurisdictional Aid Agreement;

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 updated Multi-Jurisdictional Automatic Aid, Mutual Aid Fire, Training and Emergency Medical, and Other Services Agreement in substantially the form found in Exhibit "A" attached hereto; and
2. The Mayor and the City Recorder are hereby authorized to execute the Multi-Jurisdictional Automatic Aid, Mutual Aid Fire, Training and Emergency Medical, and Other Services Agreement for and in behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith
City Recorder

**MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,
FIRE, TRAINING, EMERGENCY MEDICAL, AND
OTHER SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is entered into effective-as of the _____ day of _____, 20____, by and among City of Bluffdale, Draper City, Lehi City, Lone Peak Fire District, Murray City, North Tooele Fire District, Salt Lake City Corporation, City of Saratoga Springs, City of South Salt Lake, City of South Jordan, Sandy City, West Jordan City, West Valley City, the Unified Fire Authority, Park City Fire District, Wasatch County Fire District, and South Davis Metro Fire Service Area (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

- A. Each Party has or is a fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by fire departments.
- B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.
- C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, special enforcement (such as investigations, bomb squad, canine, etc.), special operations, and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.
- D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties’ training facilities or instructors.
- E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Multi-Jurisdictional Mutual Aid Fire and Emergency Medical Services Agreement dated June 1, 2018.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complimentary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing fire protection within a Party's own geographic area of jurisdiction. In instances where the use of automatic or mutual aid becomes excessive, the Fire Chiefs will investigate ways to overcome the burden.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective service area of the Parties. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Automatic Aid: Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.

- b. Mutual Aid: Requests for mutual aid will typically be made at the Command level from one Party's fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban Search & Rescue, State Urban Search & Rescue, EMAC, or others. Deployments pursuant to those programs will operate under the rules and requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement. Mutual aid shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of the Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.
- c. Incident Management Team ("IMT"): A Party may request personnel for the establishment and staffing of an IMT for major or long-term incidents. Each Party agrees to use its best efforts to staff a request for an IMT by a Party using appropriate and qualified subject-matter experts based on the nature of the incident and the scope of the request. Providing staff for an IMT will be at the discretion of each Party. Staffing of an IMT will be at no cost to the receiving Party for the first 96 hours of the existence of the IMT. After such time, the requesting Party must establish a reimbursement arrangement with each responding Party for the continued staffing of the IMT. Each Party reserves the right to withdraw personnel from the IMT if they are needed for its own operations but should attempt to avoid disruption or adverse effects on the functioning of the IMT. Except as otherwise provided for in this subparagraph, personnel participating in such an IMT will be treated the same

as operational personnel providing automatic or mutual aid as set forth in this Agreement.

5. INCIDENT COMMAND.

- a. Automatic Aid: The fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.
- b. Mutual Aid: The requesting Party's fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-2(3)(e), or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the "Offering Party") provides other Parties to this Agreement (collectively the "Participating Parties") with opportunities to participate in training exercises or to otherwise make use of the Offering Party's training facilities, instructors, or other training resources (the "Training Opportunity"); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the "Trainees") who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees' participation in the Training Opportunity. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney's fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under

the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

16. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble.. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

17. ADDITIONAL PARTIES. Approval of the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own fire department, or any fire district, or other governmental entity, may become a Party to this Agreement. An entity wishing to become a Party must make a formal request, in writing, to become a Party by sending such request to the Fire Chief of each Party. If no Fire Chief objects, in writing sent to the requesting entity (and circulated to the other Parties), within sixty (60) days of the request, the entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement. If any Fire Chief objects, a majority of current Parties, by and through their respective fire chiefs, may agree to accept the requesting entity as a Party to this Agreement, subject to approval by the requesting entity's governing body and execution of this Agreement.

18. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

20. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

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 Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

23. NOTICES. Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

24. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit “A”. Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

25. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

26. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL MUTUAL AID,
FIRE, AND EMERGENCY MEDICAL SERVICES
AGREEMENT

EXHIBIT "A"

SALT LAKE CITY CORPORATION

Agreed this ____ day of _____, 20__ for Salt Lake City Corporation

**SALT LAKE CITY
CORPORATION**

By: Erin Mendenhall
Salt Lake City Mayor

ATTEST AND COUNTERSIGN:

City Recorder _____ Recordation Date _____

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SALT LAKE CITY CORPORATION:

UNIFIED FIRE AUTHORITY

Agreed this ____ day of _____, 20__ for Unified Fire Authority.

UNIFIED FIRE AUTHORITY

By: Dominic Burchett
 Fire Chief

APPROVED AS TO FORM

Date:
Brian F. Roberts
Chief Legal Officer

CONTACT INFORMATION FOR UNIFIED FIRE AUTHORITY

Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119
(801) 743-7200

ENTITY

Agreed this ____ day of _____, 20____ for _____.

By:
Its:

APPROVED AS TO FORM

Date:
Attorney

CONTACT INFORMATION FOR _____.



MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

Council Action Request

Murray City Fire Department

Updating our Fire Department Codes for inspections, plan review, nuisance alarms, HAZMAT, new construction and other fees.

Committee of the Whole

Meeting Date: December 6, 2023

Department Director Joseph Mittelman	Purpose of Proposal Update the current fire code and fee structure to reflect the updated fire code and actual costs for fire prevention fees.
Phone # 801-264-2780	Action Requested Answer any questions in regards to the council resolution for the proposed code and fee structure.
Presenters Joseph Mittelman	Attachments Documents that show actual costs and related material. In July 2021 Utah State updated the IFC code
Required Time for Presentation 15 Minutes	Budget Impact This will increase Murray revenue and place the costs onto the correct user of the services.
Is This Time Sensitive Yes	Description of this Item Provide clarity for builders for our fire code and fee structure used within Murray City.
Mayor's Approval 	With the increase of costs and employees we identified the need to have you consider the actual costs of the services provided by Murray Fire Department. Currently our fee structure does not cover the actual costs or deter the misuse inspectors or nuisance alarms. The proposed fee structure is a closer related costs of our employees for the services provided. This will allow place the costs onto the applicant rather than other portions of the revenue services within Murray City.
Date November 9, 2023	This is amending codes 15.24.101 and 15.24.020

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE INTERNATIONAL FIRE CODE AND COLLECTED PERMIT FEES.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to amend Sections 15.24.010 and 15.24.020 of the Murray City Municipal Code relating to the International Fire Code and Collected Permit Fees.

Section 2. Amendment to Sections 15.24.010 and 15.24.020 of the Murray City Municipal Code. Sections 15.24.010 and 15.24.020 of the Murray City Municipal Code shall be amended to read as follows:

15.24.010: INTERNATIONAL FIRE CODE ADOPTED:

The 2021 International Fire Code and appendices B, C, and D, as promulgated by the International Fire Code, Inc., is, pursuant to State law, applicable in its entirety in the City. The City also adopts national standards pursuant to State law. (Ord. 19-10)

15.24.020: FEES:

The following fees shall be collected prior to the issuance of any permit issued pursuant to section 105 of the International Fire Code:

Interior lining of below ground storage tanks	\$125.00 per site	This is used for current tanks that are now having an interior lining placed into the tank or being filled to allow the tank to remain in the ground.
Tents and canopies	\$50.00	Any commercial tent or canopy as designated by the fire marshal.
Ambulance Billing Rates	Set forth and approved by the Utah State approved code.	
CPR, CERT, First Aid, and other applicable certification courses	Set and appointed by the Mayor due to constant changing amounts of cards or student costs.	Murray City Fire Department will have these fees approved through the Mayor's Office and posted on the Murray City website.

Annual Life Safety Inspection	\$75.00	Initial inspection and fire re-inspection included in license fee. \$50 third re-inspection and all subsequent re-inspections due to failures.
Co2 Beverage + 100lbs	\$50.00	Plan review/permit, inspection, re-inspect, \$50 third and all subsequent failures.
Tank Install/Removal	\$125.00	Plan review/permit, inspection. \$50.00 re-inspect.
TI Sprinkler Plan Review/Permit	\$150.00	Plan review/permit. +20 Heads also requires a 3 rd party review
TI Alarm Plan Review/Permit	\$150.00	Plan review/permit. +5 Appliances also requires a 3 rd party review
Kitchen Hood Plan Review & Inspect	\$125.00	Plan review/permit, inspect and re-inspect. \$50.00 for each re-inspect after the 2 nd .
New Sprinkler Plan Review/Permit	\$150.00	Plan review/permit. +20 Heads also requires a 3 rd party review.
Sprinkler Construction Inspections	\$50.00 per inspection needed	(A) Flow test/riser stack, (B) above the grid, (C) 200lb test, (D) Final Inspection (per zone not protected). \$50.00 Re-inspection or additional inspection as required by the fire marshal.
New Alarm Plan Review/Permit	\$150.00	Plan review/permit. +5 Appliances also requires a 3 rd party review.
Alarm Inspections	\$50.00	(A) Alarm system test/inspect, (B) 24hr test/final. \$50.00 re-inspection. (Per zone not protected)
Re-Inspection Fire	\$50.00	Alarm, Sprinklers, Hood, HazMat, Annual, Food, Tent, Co2, ESS, BDA/ERRCS.
False/Nuisance Alarm	\$125.00 (4 th)	False/Nuisance Alarm responses (within a 60-day window). Occupant to receive a warning letter on 3 rd response within 60-days. The Fire Marshal may issue a \$125.00 fee on the 4 th response and all subsequent responses of the same issue within the alarm system within the subsequent 60 days.
Energy Storage Systems Inspection	\$125.00	Plan review/permit, inspect, re-inspect. \$50.00 3 rd re-inspect and all subsequent failures.
BDA/Emergency Response Radio System	\$125.00	Permit and radio function testing.
Fire Engine Standby	\$169.00/hr	Type-1 Engine with staffing of 3 employees.
Wildland Fire Engine Standby	\$130.00/hr	Type-6 Engine with staffing of 2 employees.
EMS Ambulance Standby	\$130.00/hr	EMS ambulance with staffing of 2 employees.

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Section 3. Effective date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith
City Recorder

Transmitted to the Office of the Mayor of Murray City on this _____ day of
_____, 2023.

MAYOR'S ACTION: Approved

DATED this _____ day of _____, 2023

Brett A. Hales, Mayor

ATTEST:

Brooke Smith
City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the day of , 2023.

Brooke Smith
City Recorder



MURRAY
CITY COUNCIL

Adjournment