



MURRAY
CITY COUNCIL

Committee of the Whole Meeting August 6, 2024



Murray City Municipal Council Committee of the Whole Meeting Notice August 6, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 5:00 p.m. on Tuesday, August 6, 2024 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

5:00 p.m. **Committee of the Whole** – Poplar Meeting Room #151
Pam Cotter conducting.

Approval of Minutes

Committee of the Whole – July 9, 2024
Committee of the Whole – July 16, 2024

Discussion Items

1. Power Department Quarterly Report. Greg Bellon presenting. (20 minutes)
2. Discuss a resolution authorizing the execution of a Memorandum of Understanding that may include law enforcement personnel from Federal, State, Local, Tribal and Territorial Law Enforcement Agencies for the purpose of locating and apprehending fugitives. Craig Burnett presenting (10 minutes)
3. Discuss a resolution approving a Multi-Jurisdictional Agreement between Murray City and South Salt Lake City for building inspection services. Phil Markham presenting. (5 minutes)
4. Discuss a resolution approving a Multi-Jurisdictional Agreement between Murray City and Draper City for building inspection services. Phil Markham presenting. (5 minutes)
5. American Public Power Association (APPA) Conference Reports. Diane Turner and Rosalba Dominguez presenting. (10 minutes)
6. Discuss short-term rentals. Phil Markham and Councilmembers presenting. (30 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, August 2, 2024, 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>.

A handwritten signature in black ink that reads "Jennifer Kennedy". The script is cursive and fluid, with the first name and last name clearly distinguishable.

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, July 9, 2024

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

Attendance:

Council Members:

Paul Pickett	District #1
Pam Cotter	District #2 – Council Chair
Rosalba Dominguez	District #3
Diane Turner	District #4
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
G.L. Critchfield	City Attorney	Tony Semone	NeighborWorks of Salt Lake
Ben Gray	IT	Russ Kakala	Public Works Director
Ben Ford	Wastewater Superintendent	Nick Haskin	Fire Department
Kim Sorensen	Parks and Recreation	Elvon Farrell	Economic Development Specialist
Craig Burnett	Police Chief	David Rodgers	City Planner
Phil Markham	CED Director	Zac Smallwood	Planning Manager
Brooke Smith	City Recorder	Citizens	

Conducting: Council Chair Cotter called the meeting to order at 4:45 p.m.

Approval of Minutes: Committee of the Whole – June 4, 2024

Mr. Pickett moved to approve, and Mr. Hock seconded the motion. All in favor 5-0.

Discussion Items:

An ordinance amending the General Plan to adopt the Murray North Station Area Plan (Continued from the June 18, 2024 Committee of the Whole) – Christine Richman, Economic Planner and Principal at GSBS Architects, said Phase One of redevelopment would begin at the central core area where planning measures would be applied over the next five years. She discussed the framework of redevelopment involving elements like quality of life, safety, land use changes, connectivity, livability and urban design. She pointed out the proposed location of housing projects, ground level retail and restaurant opportunities, public spaces and new destinations. Surface parking and parking garages are proposed on Main Street to address the need for year-round community gathering spaces for both indoor and outdoor activities.

The plan suggests replacing an existing foam factory with two affordable housing projects to open up circulation and remove a dead end. Ms. Richman said although empty commercial spaces still exist within Fireclay, the plan suggests that a small-scale grocery store or indoor farmers market be located on the west or east corner of Main and 4500 South, beneath mixed-use housing. Both parcels noted are owned by Utah Transit Authority, Salt Lake County and others. She located proposed parks and greenways where shade and tree cover would be increased. She discussed diversity housing which includes ownership housing opportunities noting that all new housing would implement the standards of Crime Prevention Through Environmental Design, which she outlined in detail for improving safety.

Mr. Pickett said both corner parcels at Main Street and 4500 South are not for sale. Zac Smallwood, Planning Manager agreed it would take working with stakeholders to get them engaged in the vision. He explained that the identified location for a store on 4500 South is more visible and viable as opposed to having it buried within Fireclay. Staff would be working to build relationships with Salt Lake County property owners and others to help educate them and provide understanding about what cities prefer. The store location could be placed elsewhere if suggested areas did not work out, clarifying that the NSAP (North Station Area Plan)

does not dictate or mandate what a property owner will do, but explains how cities would like them to cooperate.

He said the plan gives Murray and Millcreek a shared vision of what they need to work on. He felt Murray citizens in the area have been failed by the City because the Transit-Oriented District was not functioning as it should and it was Murray's responsibility to fix it.

Ms. Richman said once both Murray and Millcreek adopt the plan the Wasatch Front Regional Council would certify the plan, allowing staff and appointed officials to follow up on implementation steps. Mr. Smallwood said the NSAP would unfold over the next 20 years, and during the first year, the first step is to improve green spaces and greenways.

An ordinance amending the Zone Map from R-1-8 (Low Density Single Family) to R-2-10 (Medium Density Residential) for the property located at 1151 East 6600 South. Zac Smallwood said the request was to change the zone to allow for a twin home. Property owners would like to construct a second home on the parcel. It was noted that property owners would work with a ditch company to address the canal that exists on the land where property owners have water shares.

Reports from Interlocal Boards and Committees:

- **Central Valley Water** – Wastewater Superintendent Ben Ford said the budget was looking good at mid-year coming in underbudget at 44%. The fiscal year 2024-2025 budget process was underway, which will be reviewed in September 2024 and considered on October 14, 2024. As part of the budget, tipping fees for aquatic drones will increase two cents, from seven cents up to nine cents per gallon. To complete the rebuild project and as construction continues, one more bond will be issued in December 2024 or January 2025. The amount could range between \$55 million and \$80 million and they are considering various measures to lessen bond payments.
- Chief Administrative Officer Doug Hill reported on four agencies:
 - **VECC (Valley Emergency Communication Center)**: Mr. Hill said the 911 call service went live with the Utah Highway Patrol, which means VECC is now working with all Salt Lake County agencies except for Salt Lake City and Sandy City. New hires include a new executive director and a new deputy director of finance and administration. With the recent split of the Salt Lake City sheriff's office, from the Unified Police Department, VECC continues to work out challenges related to what entity is responsible for specialized services. VECC is now answering 96% of 911 calls in 20 seconds or less, above the State mandate of 95%.

Ms. Dominguez stepped out of the meeting (5:40 p.m.).

- **Metro Fire**: Nothing to report

Ms. Dominguez returned to the meeting (5:42 p.m.).

- **UTOPIA (Utah Telecommunications Open Infrastructure Agency) and UIA Utah Infrastructure Agency**: Mr. Hill said Murray City received a \$540,000 repayment from UTOPIA. The repayment is for the initial 30-year bond that occurred with other original UTOPIA cities. Murray would still pay \$2 million per year on the debt service for about 18 more years. UTOPIA's fiscal year 2025 budget was approved, including a \$4 per month increase for internet service providers and the hiring of four new full-time employees. By the end of June about 186,000 addresses were added, but only 65,000 are active subscribers. They anticipate approximately 800 new subscribers per month moving forward. Construction in West Haven is almost complete, Bountiful continues construction and several other cities are interested in partnering with UTOPIA/UIA. Mr. Hill shared that Murray City's current take

rate is 30% for residential customers and 27% for businesses.

- Council Of Governments: Mr. Hill said TRCC (Tourism, Recreation, Culture, and Convention) funding opportunities are now available to cities in Salt Lake County. Murray would not be eligible to receive TRCC money this year because the City has already reached the limit of three ongoing projects. The Salt Lake County Winter Overflow Shelter Task Force is currently looking for 1,000 extra beds for the coming winter. The hope is to find facilities that can be open 24 hours a day during winter months. Mr. Hill said current legislation requires Murray and other Salt Lake County cities to participate on the task force, so Mayor Hales is the acting representative this year. After three months of searching, so far Sandy City offered a potential facility, West Valley City could open a city building used last year for sheltering and Millcreek could provide a space if needed. State Legislation also mandates that if mayors of Salt Lake County cannot provide enough beds, the State will step in and decide what facilities will be used for the homeless. He noted that the deadline to find new shelters is August 1, 2024 and all existing homeless shelters would still be open.
- Wasatch Front Waste and Recycling District – Mayor Hales shared that WFWRD (Wasatch Front Waste and Recycling District) is working to comply with Utah State House Bill 107. The bill requires cities and districts to publish the tonnage of recyclable material collected by a city's hauler. The City must also provide a link to the annual report showing where the recyclable material is taken. A new app called Recycle Right has been developed to help people understand what can and cannot be recycled. He said WFWRD now serves close to 3,000 homes in Murray; and that during the month of May, WFWRD delivered 246 containers to residents for cleanup projects.

An ordinance amending Section 2.62.120 of the Murray City Municipal Code relating to Employee Holiday Vacations. Adam Hock presented his proposal to make Christmas Eve a full day off, paid holiday. He explained that if Christmas Eve falls on a weekend, employees would still take the holiday by having a four-day weekend. The budget impact would be approximately \$30,594 per year.

Ms. Cotter said Murray was outstanding compared to other cities by giving 14.5 days off per year, which includes two floating holidays noting that many cities range from 11-13 paid holidays per year with only one floating day. She expressed concern about legislative perception, spending additional money noting that each year employees receive a Christmas luncheon, a \$100 Christmas bonus and usually a Cost-of-Living Adjustment. Mr. Pickett agreed Murray is the current leader in Salt Lake County by granting the most days off to employees. He said the expense would expand the budget during a time when the City should be contracting and noted a proposed property tax increase this year due to the financial shortfall. Ms. Turner did not feel the increase of \$30,000 was significant.

Mr. Hock shared that in past years a sitting mayor would verbally grant Christmas Eve off, however, the former mayor decided that because the procedure was not codified, it would no longer be granted as paid time off. To make a compromise, four years ago, the Murray City Council approved Christmas Eve as a half-day holiday for all employees. He said the proposal would bring the Christmas Eve holiday back to a tradition the City once had. A discussion followed about how employees have freedom to use floating or vacation time if desired, and that some employees might not celebrate Christmas.

Mr. Pickett reiterated he did not feel comfortable budgeting the cost when the budget should be tightened. Ms. Cotter agreed, noting inflation concerns. Ms. Dominguez believed the additional time off could help in retaining staff. However, she felt that some employees might celebrate different religious holidays or have different family obligations not falling on Christmas Eve. Ms. Turner said it was important to show appreciation in this way to help and encourage staff. Mr. Pickett pointed out that Murray is already the

highest in the County for paid holidays which shows that employees are valued. He believed that by staying within a reasonable limit, the Council would demonstrate to citizens their careful and prudent use of public funding. He noted that Murray also provides the highest number of floating days.

A resolution approving two Purchase and Sale Agreements involving the City and Salt Lake County ("County") for the joint acquisition of certain real property located at 1193 West Winchester Street, Murray, Utah and 1130 West Saddle Bluff Drive, West Jordan, Utah to be used as public park property.

Before the presentation, Mr. Hock and Mr. Pickett disclosed their employment with the LDS Church and clarified that they had no knowledge of or involvement in the proposed transaction to sell LDS property to Murray City. City Attorney G.L. Critchfield confirmed that State law mandates a disclosure from any employee of an entity that does business with the City.

Mr. Critchfield explained that the City Council, through an ordinance, established a policy for property acquisition. Under this policy, if the City is interested in purchasing available property, the mayor has the authority to proceed without needing Council approval. This purchase is handled differently because it includes Salt Lake County as a joint owner, that is viewed as an interlocal agreement requiring Council consideration. This proposed purchase is in the initial stages, and if approved by the City Council, the agreement will be submitted to the County for consideration. If the County also approves, the LDS property will be sold as jointly owned property.

Mr. Sorensen said Murray initially made an offer to purchase both parcels of property that was accepted. Since one parcel is in West Jordan, Mayor Hales reached out to the West Jordan mayor, who said West Jordan would be willing to purchase the property, with the agreement that later Murray would annex the property and purchase it from West Jordan. That didn't make sense, so Murray made the decision to purchase both parcels of property.

Mr. Sorensen said knowing the property could benefit many others he contacted Salt Lake County to see if they had interest in purchasing the property with Murray City. Salt Lake County was willing to pay for half the property and half of all costs because their Master Plan involves improvements to the Jordan River Corridor. He said moving forward Murray and Salt Lake County agree on developing the area to match Winchester Park by adding a parking lot, grass, a small park and restrooms near the trail head. Conversations will continue about who will maintain the property.

Mr. Sorensen would return to review the arrangements and the proposed agreement once the land is purchased. Ms. Turner asked if the West Jordan property would be annexed into Murray City. Mr. Sorensen confirmed it would. Ms. Cotter asked what money would be used to purchase the Murray parcel. Mr. Sorensen said revenue from Park Impact Fees. Ms. Cotter inquired about the hazardous materials study. Mr. Sorensen said once the land is appraised, Murray would pay half of the study costs which the County would oversee.

Adjournment: 6:24 p.m.

**Pattie Johnson
Council Office Administrator III**

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

Work Session Minutes of Tuesday, July 16, 2024
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

Attendance:

Council Members:

Paul Pickett	District #1
Pam Cotter	District #2 – Council Chair
Rosalba Dominguez	District #3 – Arrived at 4:04 p.m.
Diane Turner	District #4
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
G.L. Critchfield	City Attorney	Brenda Moore	Finance Director
Rob White	IT	Russ Kakala	Public Works Director
Ben Gray	IT	Kim Sorenson	Parks and Recreation Director
Bruce Holyoak	Park Superintendent	Brooke Smith	City Recorder
Phil Markham	CED Director	Elvon Farrell	Economic Development Specialist
Anthony Semone	NeighborWorks Salt Lake	David Foster	NeighborWorks Salt Lake
Citizens			

Conducting: Council Chair Ms. Cotter called the meeting to order at 4:00 p.m.

Approval of Minutes: Committee of the Whole – June 18, 2024

Ms. Turner moved to approve, and Mr. Pickett seconded the motion. All in favor 4-0.

Discussion Items:

Reports from Interlocal Boards and Committees:

- Trans-Jordan Landfill (TJL) – Public Works Director Russ Kakala said TJL as a whole is doing well and doing well financially. Construction continues on the new Trans-Jordan Waste Transfer Station located in Sandy City which is expected to open in March of 2025. He said Salt Lake County opened a new Household Hazardous Waste Collection Center near the Sandy Transfer Station, and Murray's Antifreeze, Batteries, Oil and Paint Collection Center was now closed as of July 8, 2024. Regarding the budget a 3.5% Cost of Living Adjustment and a 4% Merit increase would be given to all employees this year; tipping fees for member cities would increase from \$24 to \$26 per ton and commercial rates would go from \$39 to \$41 per ton. Once the new Sandy Transfer Station is open in May 2025, TJL membership rates will increase again to \$36 per ton and commercial rates will rise to \$51 per ton, both fees are \$10 higher than TJL.
- NeighborWorks and Chamber of Commerce – Economic Development Specialist Elvon Farrell said regarding NeighborWorks, 14 down payment assistance loans were issued this year, three home improvement loans are pending and two employee down payment assistant loan applications were received. Currently the down payment assistance and home improvement program is out of funding. The Paint Your Heart Out program will take place on August 9, 2024; and underground utility infrastructure and construction of the street at the Tripp Lane housing project is complete.

Mr. Farrell explained that the Murray Chamber of Commerce offers networking opportunities, chamber directory access to the Chamber website, ribbon cuttings, open houses, grand openings, specific promotions, event marketing and a discount rate to appear on Good Things Utah for all members. Other

benefits include community involvement, access to Chamber events, seminars and workshops. He said thanks to Murray City's membership payment, new member businesses can claim a one-year free membership with the Chamber. He noted all monthly and weekly events for members, as well as annual and community events for the coming year.

- Association of Municipal Councils (AMC) – Ms. Turner said in April the group received a legislative report from Utah State House Representative Carol Moss, Senator Nate Blouin and Senator Wayne Harper about the 2024 Legislative Session. In May the Wasatch Front Regional Council and the Department of Environmental Air Quality came to give reports. In June the AMC learned about water conservation.

Legislative Policy Committee (LPC) – Ms. Cotter said she was not able to attend the last LPC meeting. She would be attending the 2024 Annual Utah League of Cities and Towns Convention this September.

- Jordan River Commission (JRC) – Park Superintendent Bruce Holyoak said the JRC has been heavily involved in strategic planning to save the Great Salt Lake to ensure that the lake is a viable water system. The Jordan River is one of the tributaries flowing to the lake that provides 25% of the water flowing the lake. Homeless encampments are still problematic so the JRC continues to find solutions in mitigating the issue. The annual Get To The River Festival will be ongoing throughout the month of September where 43 events are scheduled and Murray will celebrate on September 14, 2024 from 8:00 a.m. to 3:00 p.m. at Germania Park. On September 16, 2024, the JRC is sponsoring Walk and Talk, an event held throughout the entire trail. Murray's festivities will be held at Winchester Park. Mr. Holyoak discussed other community events throughout the year sponsored by the JRC.

Finance on the Fraud Risk Assessment – Finance Director Brenda Moore said the annual worksheet related to assessing risk of fraud was State required. This year the City received the same score as last year, which was 355 out of 395 points. She reviewed ways the City has good internal control, reviewed various answers to questions on the assessment sheet and said that due to good financial policies and good internal controls, the City was placed in the very low risk category for fraud. She noted that as part of the assessment all elected officials are required by ordinance to train once every four years in ethical policy training.

Adjournment: 4:22 p.m.

Pattie Johnson
Council Office Administrator III



Discussion Items



Discussion Item #1



MURRAY


Power Department

Power Department Quarterly Update

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2024

Department Director Greg Bellon Phone # 801-264-2730 Presenters Greg Bellon Required Time for Presentation 20 Minutes Is This Time Sensitive No Mayor's Approval  Date July 23, 2024	Purpose of Proposal Give an update of the Power Department Action Requested Informational only Attachments None Budget Impact None Description of this Item
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MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


Department/Agency Name

**Joint Task Force - Fugitive
Apprehension (V-FAST)**

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

Department Director Chief Craig Burnett Phone # 801-264-2613 Presenters Chief Craig Burnett	Purpose of Proposal Review of the V-FAST MOU and relationship to the Murray City Police Department Resolution Action Requested Verbal Presentation/Discussion Attachments Example MOU and Resolution Budget Impact None Description of this Item Discussion of a of the purpose of the V-FAST program used by law enforcement in locating and apprehending fugitives. Approval of the resolution allowing V-FAST and Murray City Police Department to work together.
Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date July 9, 2024	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING THAT MAY INCLUDE LAW ENFORCEMENT PERSONNEL FROM FEDERAL, STATE, LOCAL, TRIBAL, AND TERRITORIAL LAW ENFORCEMENT AGENCIES FOR THE PURPOSE OF LOCATING AND APPREHENDING FUGITIVES.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties for joint undertakings and services; and

WHEREAS, the participating agencies each have their own law enforcement personnel concerned with preserving the public peace, preventing crime, arresting offenders, and protecting the rights of persons and property; and

WHEREAS, the City wants to work cooperatively with participating agencies to investigate and arrest persons who have active warrants for their arrest ; and

WHEREAS, targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses; and

WHEREAS, the intent of the joint effort is to investigate and apprehend fugitives hereby improving public safety and reducing violent crime; and

WHEREAS, pursuant to the authority granted to the participating agencies in the Interlocal Cooperation Act, the participating agencies desire to enter into a memorandum of understanding for joint and cooperative action and have determined that it is mutually advantageous to enter into the attached Memorandum of Understanding.

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

1. It hereby approves a Memorandum of Understanding in substantially the form attached, to join a task force for investigating and apprehending fugitives.
2. The Memorandum of Understanding is in the best interest of the City; and
3. Brett A. Hales, Mayor, is hereby authorized to execute the Memorandum of Understanding on behalf of the City and to act in accordance with its terms.

DATED this day of , 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 03/2023

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Murray Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement.

Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: UT-D VOTF
UNITED STATES MARSHAL:**

Print Name: Justin Martinez

Signature:

Date:

RFTF COMMANDER (where applicable):

Print Name:

Signature:

Date:

PARTNER AGENCY:

Name: Murray Police Department

Location (City, State): Murray, UT

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: [AgencyPOC1], [AgencyPOC1Title]

Date:

Signature:

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name:

Signature:

Date:



Discussion Item #3




CED/BuildingInspection

Multi-Jurisdictional Agreement for Building Inspection Services

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

Department Director Phil Markham Phone # 801-270-2427 Presenters Phil Markham	Purpose of Proposal To facilitate an agreement with South Salt Lake City to provide building inspection services in an emergency situation. Action Requested Approval of agreement Attachments Council Resolution and Agreements with Draper and South Salt Lake Budget Impact None Description of this Item The State Legislature requires that cities must complete residential building inspections within an extremely tight time frame. In the event that a city cannot meet this deadline due to a shortage of qualified inspectors, the city can receive assistance from a neighboring city. This agreement enables Murray to request help from South Salt Lake City and they can also request help from Murray City.
Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date July 23, 2024	



RESOLUTION NO. 24-_____

A RESOLUTION APPROVING A MULTI-JURISDICTIONAL AGREEMENT
BETWEEN MURRAY CITY AND SOUTH SALT LAKE CITY FOR BUILDING
INSPECTION SERVICES

WHEREAS, the Utah State Legislature passed S.B. 185 “Residential Building Inspection Amendments” during the 2024 legislative session which requires a city to provide building inspection services within three business days of an application; and

WHEREAS, S.B. 185 states that if a city cannot provide building inspection services within three business days of an application, the applicant may engage a third-party inspection firm; and

WHEREAS, Murray City (“City”) must create a third-party inspection firm list consisting of at least three third-party inspection firms; and

WHEREAS, the third-party inspection firms may include building inspectors from adjacent cities or counties; and

WHEREAS, the City and South Salt Lake City wish to enter into a multi-jurisdictional building inspection services agreement (“Inspection Agreement”); and

WHEREAS, the Inspection Agreement will be beneficial to the health, safety and welfare of the City’s businesses and residents; and

WHEREAS, a copy of the Multi-Jurisdictional Agreement with South Salt Lake City is attached hereto.

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

1. That the Multi-Jurisdictional Agreement with South Salt Lake City attached hereto be accepted and approved.
2. That Mayor Brett A. Hales is hereby authorized to execute the Multi-Jurisdictional Agreement on behalf of City.
3. That this Resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this _____ day of _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Attachment

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES
AGREEMENT WITH SOUTH SALT LAKE CITY

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as of the _____ day of _____, 2024, by and among **Murray City** and **South Salt Lake City** (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party’s jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another’s “Third-party inspection firm list” as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, 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.

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 mutual assistance and 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 complementary 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 building inspections within a Party’s own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials 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 municipal area of **Murray City** and **South Salt Lake City** service area specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance 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 upon request by any other Party, 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. 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. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.
 - b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.
5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections 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.
6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the

responding Party.

7. **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.
8. **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.
9. **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.
10. **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 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.
11. **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.

12. **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.
13. **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 building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting 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.
14. **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
15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.
16. **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.
17. **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.
18. **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.
19. **NOTICES.** 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.

20. 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.
21. ENTIRE AGREEMENT; NO WAIVER. 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. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

EXHIBIT “A”

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT SIGNATURE PAGES

Agreed to this _____ day of _____, 2024

MURRAY CITY:

Brett A. Hales, Mayor

ATTEST:

Murray City Recorder

APPROVED AS TO CONTENT:

Community and Economic Development
Department

APPROVED AS TO FORM:

Murray City Attorney

CONTACT INFORMATION FOR MURRAY CITY:

Agreed to this _____ day of _____, 2024

SOUTH SALT LAKE CITY:

Cherie Wood, Mayor

ATTEST:

South Salt Lake City Recorder

APPROVED AS TO CONTENT:

South Salt Lake Community and Economic
Development Director

APPROVED AS TO FORM:

South Salt Lake City Attorney

CONTACT INFORMATION FOR SOUTH SALT LAKE CITY:



Discussion Item #4




CED/BuildingInspection

Multi-Jurisdictional Agreement for Building Inspection Services

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

Department Director Phil Markham Phone # 801-270-2427 Presenters Phil Markham Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date July 23, 2024	Purpose of Proposal To facilitate an agreement with Draper City to provide building inspection services in an emergency situation. Action Requested Approval of agreement Attachments Council Resolution and Agreements with Draper and South Salt Lake Budget Impact None Description of this Item The State Legislature requires that cities must complete residential building inspections within an extremely tight time frame. In the event that a city cannot meet this deadline due to a shortage of qualified inspectors, the city can receive assistance from a neighboring city. This agreement enables Murray to request help from Draper City and they can also request help from Murray City.
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RESOLUTION NO. 24-_____

A RESOLUTION APPROVING A MULTI-JURISDICTIONAL AGREEMENT
BETWEEN MURRAY CITY AND DRAPER CITY FOR BUILDING INSPECTION
SERVICES

WHEREAS, the Utah State Legislature passed S.B. 185 “Residential Building Inspection Amendments” during the 2024 legislative session which requires a city to provide building inspection services within three business days of an application; and

WHEREAS, S.B. 185 states that if a city cannot provide building inspection services within three business days of an application, the applicant may engage a third-party inspection firm; and

WHEREAS, Murray City (“City”) must create a third-party inspection firm list consisting of at least three third-party inspection firms; and

WHEREAS, the third-party inspection firms may include building inspectors from adjacent cities or counties; and

WHEREAS, the City and Draper City wish to enter into a multi-jurisdictional building inspection services agreement (“Inspection Agreement”); and

WHEREAS, the Inspection Agreement will be beneficial to the health, safety and welfare of the City’s businesses and residents; and

WHEREAS, a copy of the Multi-Jurisdictional Agreement with Draper City is attached hereto.

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

1. That the Multi-Jurisdictional Agreement with Draper City attached hereto be accepted and approved.
2. That Mayor Brett A. Hales is hereby authorized to execute the Multi-Jurisdictional Agreement on behalf of City.
3. That this Resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this _____ day of _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Attachment

**MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES
AGREEMENT WITH DRAPER CITY**

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 17th day of JULY, 2024, by and among **Murray City** and **Draper City** (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, 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.

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 mutual assistance and 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 complementary 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 building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building-Officials 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

municipal area of **Murray City** and **Draper City** service area specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance 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 upon request by any other Party, 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. 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. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.
 - b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.
5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections 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.
6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.
7. 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.

8. **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.
9. **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.
10. **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 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.
11. **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.
12. **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.

13. **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 building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting 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.
14. **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
15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.
16. **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.
17. **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.
18. **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.
19. **NOTICES.** 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.

20. 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.
21. ENTIRE AGREEMENT; NO WAIVER. 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. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

EXHIBIT “A”

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT SIGNATURE PAGES

Agreed to this _____ day of _____, 2024

MURRAY CITY:

Brett A. Hales, Mayor

ATTEST:

Murray City Recorder

APPROVED AS TO CONTENT:

Community and Economic Development
Department


APPROVED AS TO FORM:

Murray City Attorney

CONTACT INFORMATION FOR MURRAY CITY:

Agreed to this _____ day of _____, 2024

DRAPER CITY:



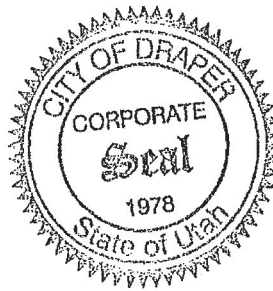
Mike Barker, City Manager

ATTEST:

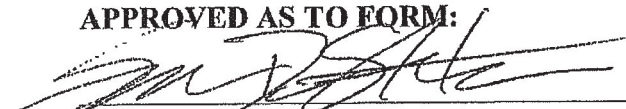


Draper City Recorder

APPROVED AS TO CONTENT:



APPROVED AS TO FORM:



Draper City Attorney

CONTACT INFORMATION FOR DRAPER CITY:

Community Development
Attn: Building Official
1020 Pioneer Rd.
Draper, Utah 84020



Discussion Item #5



MURRAY

City Council

2024 APPA Conference Reports

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2024

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Diane Turner Rosalba Dominguez Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval Date July 19, 2024	Purpose of Proposal Information will be shared about the recent APPA conference. Action Requested Information and decision. Attachments Budget Impact None Description of this Item Council members who attended a recent APPA Conference will report on the conference.
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MURRAY
CITY COUNCIL

Discussion Item #6



MURRAY

Community and Economic Development

Short-Term Rentals

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Phil Markham Councilmembers Required Time for Presentation 30 Minutes Is This Time Sensitive Yes Mayor's Approval Date July 23, 2024	Purpose of Proposal Discuss short-term rentals Action Requested Information and discussion Attachments Budget Impact None Description of this Item On July 23, a temporary land use restriction related to short-term rentals was authorized by the city council. The city now needs to decide how to handle short-term rentals.
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MURRAY
CITY COUNCIL

Adjournment