



MURRAY
CITY COUNCIL

Council Meeting January 21, 2025



Murray City Municipal Council

City Council Meeting Notice

January 21, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, January 21, 2025 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Paul Pickett conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

None scheduled.

Special Recognition

1. Murray City Employee of the Month, Ben Gray, Support, Senior IT Technician – Paul Pickett, Brett Hales and Robert White presenting.

Citizen Comments

Comments will be limited to three minutes, step to the microphone, state your name and city of residence, and fill out the required form.

Consent Agenda

None scheduled.

Public Hearing

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

1. Consider an ordinance amending the City's Fiscal Year 2024-2025 Budget. Brenda Moore presenting.

Business Item

1. Consider a resolution opting into and authorizing participation in the Utah C-PACE Program to facilitate and finance C-PACE projects approving and authorizing an

agreement with Sustainable Real Estate Solutions, Inc. to administer the City's C-PACE Program. Elvon Farrell presenting.

Mayor's Report and Questions

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 Council Chambers will be able to hear all discussions.

On Friday, January 17, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, 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

Call to Order

Pledge of Allegiance



Special Recognition



MURRAY

City Council/Mayor

Employee of the Month - Ben Gray

Council Action Request

Council Meeting

Meeting Date: January 21, 2025

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Paul Pickett Brett Hales Robert White Required Time for Presentation Is This Time Sensitive No Mayor's Approval Date January 8, 2025	Purpose of Proposal Employee of the Month recognition Action Requested Informational only Attachments Recognition Form Budget Impact None Description of this Item See Employee of the Month Recognition Form
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EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Information Technology

NAME of person to be recognized:

Submitted by:

Ben Gray

DIVISION AND JOB TITLE:

Support, Senior IT Technician

YEARS OF SERVICE:

1

REASON FOR RECOGNITION:

Since Ben has started in the IT Department, he has used his experience and skills to streamline the setup of PC's, printers, and network drives with group policies and a print server. He has also further used these skills to create extra security in our Active Directory after we had a security incident. He very quickly learned the Mitel phone system and became proficient in managing the phone system and coordinated the move of it to the new city hall. Ben has also worked closely with Isaac on the networking configuration in the new building becoming a backup for support and helped with a lot of the configuration while we were moving people in. He has recently taken over management of our VMWare environment and kept the servers up to date with the latest security patches and two factor authentication, while also moving the entire system to it's own domain. This was done for better security for our network.

COUNCIL USE:

MONTH/YEAR HONORED



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Public Hearing



MURRAY


Department/Agency Finance & Administration

FY 2024-2025 Budget Amendment

Council Action Request

Council Meeting

Meeting Date: January 21, 2025

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brenda Moore Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date December 16, 2024	Purpose of Proposal Amend the 2024-2025 budget Action Requested Discussion Attachments Memo outlining budget changes, proposed ordinance Budget Impact Amendment Description of this Item A request is being made to change the FY2024-2025 budget. See attached memo for proposed changes.
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Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 21st day of January 2025, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning amending the City's fiscal year 2024–2025 budget. A copy of the proposed budget amendments may be reviewed by interested persons by contacting the Murray City Department of Finance and Administration, Room 155, Murray City Hall, Murray, Utah, (801) 264-2662 during normal business hours beginning January 10, 2025.

DATED this 2nd day of January 2025.



MURRAY CITY CORPORATION

A handwritten signature in blue ink, appearing to read "Brooke Smith", written over a horizontal line.

Brooke Smith
City Recorder

DATE OF PUBLICATION: January 13, 2025
PH25-01

1. Utah Public Notice Website.
2. City's Website.
3. At City Hall (public location reasonably likely to be seen by residents).



TO: Murray City Municipal Council

From: Brenda Moore, Finance & Administration Director

Date: December 13, 2024

Re: Fiscal Year 2025 Budget Opening – Committee of the Whole January 7, meeting January 21

A budget opening public hearing has been scheduled for January 21. The opening will request funds and budget adjustments for the following purposes:

- Receive and allocate several grants and reimbursements.
- New project, needs, or increased cost for FY2025.

The interest rates on city investments have not decreased as fast as anticipated so most new budgeted items will be paid by increasing the budget for interest revenue.

This budget opening will include language which will give me council authorization to increase the budgets for General Fund transfer to the CIP Fund, and the CIP Fund transfer from the General Fund. The transportation sales tax received in the General Fund is restricted to Street projects and is spent in the CIP fund. If we receive amounts higher than the original budget, the transfer budget to the CIP fund will need to be adjusted. This will also allow me, at year end, to transfer the amount necessary to keep the General Fund reserves between 25% and 26% of revenue to the CIP fund, adjust the budget, and avoid getting an audit finding.

General Fund

1. The Police department received \$25,894 grant from the Justice Assistance Grant (JAG) Program to be used for Police equipment.
2. The Parks & Recreation department received a \$3,000 donation for the volunteer banquet, from Intermountain Health. The donation was used to purchase gifts for the volunteers.
3. The Parks department received a \$48,000 grant from the Utah Department of Natural Resources for Jordan river trail maintenance and improvements.
4. The Fire department received a \$13,000 Emergency Management Performance Grant (EMPG). This pays a portion of the emergency manager's salary.
5. The Fire department received \$770,481 in reimbursements from 7 fire wildland deployments in Utah, Oregon, California, Wyoming, and Oregon. This covers Fire wages (both for deployed personnel and overtime to cover shifts) \$511,312, employment taxes of \$46,631, travel \$15,808, and direct costs \$408. \$196,322 was received for equipment rental. This rental will be used to increase the vehicle maintenance budget by \$50,000 and building maintenance budget by \$25,000, these two accounts had unexpected costs this year. The remaining rental revenue of \$121,322 will be transferred to the CIP fund to be used for future fire equipment.
6. The Interest revenue budget will be increased \$36,768. The increase in revenue budget will be allocated to the following new expenses:
 - a. \$30,000 in the Arts division for Glass Art enhancement on the 5 new BRT stations located

in Murray.

- b. \$6,768 in the Planning and Zoning division for Granicas software to identify property listed as short term rentals within Murray City.

Capital Improvement Projects Fund (CIP)

7. The CIP fund will receive \$121,322 from the wild land fire reimbursement and allocate to Fire equipment.
8. An additional \$25,000 is necessary to replace truck #47. The FY2025 budget had \$240,000 to replace ten-wheel dump truck #47. The actual cost was substantially more than what was budgeted. To come up with the extra funds, they saved money on the F450 by reusing the old truck bed. They will also reuse the bed and salter from the original truck #47. After these cost saving strategies, they still need an additional \$25,000 to get the vehicle outfitted as necessary. I verified that the equipment they are reusing are safe and will do the job. The interest revenue budget will be increased to offset this expense.

Power Fund

9. \$236,735 is requested for the purchase of a new arborist bucket truck. The 5-year CIP plan for equipment had an arborist bucket truck replacement set for FY2027. The truck they were going to replace in 2027 was having reliability issues, having to regenerate the batteries, which run the bucket, multiple times a day and started making so much noise people in the neighborhood where they were working were complaining. An opportunity came up to purchase a new truck which was already built for \$236,735. With the problems the old truck was having it seemed prudent to purchase the truck now instead of waiting 2 years. This will be paid for by increasing the interest revenue budget.

Murray Parkway Fund

10. \$9,500 is requested for a range ball picker. The one they have is old and needed a \$1,200 clutch. They found a 4-year-old, completely refurbished with new batteries ball picker for \$9,500. A brand-new ball picker would have cost \$20,500. The budget for interest will be increased to offset this expense.

Risk Fund

11. \$400,000 is requested for risk claims expense. A lawsuit was settled for \$400,000. The insurance company reimbursed the city \$236,973 (the amount the settlement and outside legal fees exceeded our self-insurance of \$250,000). The remaining \$163,027 will come from reserves.

ORDINANCE NO. 25-__

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024-2025 BUDGET

On August 13, 2024, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2024-2025. It has been proposed that the Fiscal Year 2024-2025 budget be amended as follows:

1. In the General Fund receive \$36,768 interest revenue and appropriate the following items:
 - a. Increase the budget \$6,768 for Granicus software for the Planning division, and;
 - b. Increase the budget \$30,000 in the Cultural Arts and History Division for BRT station art panels, and;
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
 - a. Increase the budget \$25,894 from the Federal Justice Department JAG grant for police equipment, and;
 - b. Increase the budget \$3,000 from a donation from Intermountain Health for the volunteer banquet costs, and;
 - c. Increase the budget \$13,000 from the Emergency Management Performance Grant for the emergency manager salary, and;
 - d. Increase the budget \$48,000 from a grant from the Utah Department of Natural resources and use it for Jordan River Trail improvements and maintenance, and;
 - e. Receive \$770,481 reimbursement from seven (7) wild land fire deployment for Fire salaries, benefits, travel, equipment, vehicle maintenance, building maintenance and transfer \$121,322 of the reimbursement to the Capital Improvements Projects Fund.
3. In the Capital Improvement Projects Fund receive \$25,000 investment revenue and appropriate to Streets Division equipment.
4. In the Capital Improvement Projects Fund receive \$121,322 from the General Fund and appropriate to Fire equipment.
5. In the Power Fund receive \$236,735 interest revenue and appropriate to Arborist equipment.

6. In the Murray Parkway Fund receive \$9,500 interest revenue and appropriate to equipment.
7. In the Risk Fund receive \$236,973 in insurance reimbursement and use \$163,027 of reserves to appropriate \$400,000 to claims expense.
8. Authorize the Director of Finance and Administration to transfer any amount the transportation sales tax revenue is above budget to the Capital Projects fund at the close of the fiscal year 2024-2025 and adjust the budget accordingly.
9. Authorize the Director of Finance and Administration to transfer any amount from the General Fund to the Capital Projects fund at the close of fiscal year 2024-2025 which exceeds a 26% fund balance as determined by Utah Code Ann section 10-6-116 and adjust the budget accordingly.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on January 21, 2025, to consider proposed amendments to the Fiscal Year 2024-2025 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2024-2025 budget.

Section 1. Enactment. The City's Fiscal Year 2024-2025 budget shall be amended as follows:

1. In the General Fund receive \$36,768 interest revenue and appropriate the following items:
 - a. Increase the budget \$6,768 for Granicus software for the Planning division, and;
 - b. Increase the budget \$30,000 in the Cultural Arts and History Division for BRT station art panels, and;
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
 - a. Increase the budget \$25,894 from the Federal Justice Department JAG grant for police equipment, and;
 - b. Increase the budget \$3,000 from a donation from Intermountain Health for the volunteer banquet costs, and;
 - c. Increase the budget \$13,000 from the Emergency Management Performance Grant for the emergency manager salary, and;

- d. Increase the budget \$48,000 from a grant from the Utah Department of Natural resources and use it for Jordan River Trail improvements and maintenance, and;
 - e. Receive \$770,481 reimbursement from seven (7) wild land fire deployment for Fire salaries, benefits, travel, equipment, vehicle maintenance, building maintenance and transfer \$121,322 of the reimbursement to the Capital Improvements Projects Fund.
- 3. In the Capital Improvement Projects Fund receive \$25,000 investment revenue and appropriate to Streets Division equipment.
 - 4. In the Capital Improvement Projects Fund receive \$121,322 from the General Fund and appropriate to Fire equipment.
 - 5. In the Power Fund receive \$236,735 interest revenue and appropriate to Arborist equipment.
 - 6. In the Murray Parkway Fund receive \$9,500 interest revenue and appropriate to equipment.
 - 7. In the Risk Fund receive \$236,973 in insurance reimbursement and use \$163,027 of reserves to appropriate \$400,000 to claims expense.
 - 8. Authorize the Director of Finance and Administration to transfer any amount the transportation sales tax revenue is above budget to the Capital Projects fund at the close of the fiscal year 2024-2025 and adjust the budget accordingly.
 - 9. Authorize the Director of Finance and Administration to transfer any amount from the General Fund to the Capital Projects fund at the close of fiscal year 2024-2025 which exceeds a 26% fund balance as determined by Utah Code Ann section 10-6-116 and adjust the budget accordingly.

Section 2. Effective Date. This Ordinance shall take effect on first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

TBD, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2025.

Brett 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 _____, 2025.

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Business Item



MURRAY


Community and Economic Development

Consider Murray City C-PACE Participation

Council Action Request

Council Meeting

Meeting Date: January 21, 2025

Department Director Phil Markham Phone # 801-270-2428 Presenters Elvon Farrell Theddi Chappell - SRS	Purpose of Proposal Discuss Murray City's possible participation in the Utah Commercial Property Assessed Clean Energy Program (C-PACE) Action Requested Opt in to the Utah C-PACE program and approve a professional services agreement with SRS to administer the program. Attachments Resolution - C-PACE Opt-in & UT-SRS_PSA_TEMPLATE Budget Impact None Description of this Item The agenda item proposes that Murray City opt into the Utah Commercial Property Assessed Clean Energy (C-PACE) program. C-PACE is a financing mechanism that allows commercial property owners to secure private funding for energy efficiency, renewable energy, water conservation, and seismic improvements, repaying the costs through a property assessment. By participating, Murray City enables property owners to access this innovative financing option, promoting local sustainability and economic growth. To facilitate the program, the City would adopt a resolution to opt in and enter into a professional services agreement with Sustainable Real Estate Solutions, Inc. (SRS). SRS would serve as the program administrator, managing the program at no cost to the City and ensuring compliance with state requirements.
Required Time for Presentation 30 Minutes Is This Time Sensitive Yes Mayor's Approval  Date December 23, 2024	

Continued from Page 1:

Murray City would be involved by assigning the property assessment and lien on the property. Council approval of the resolution and agreement would position Murray City as a participant in this statewide initiative, supporting community investment in clean energy and infrastructure improvements.

RESOLUTION NO _____

A RESOLUTION OPTING INTO AND AUTHORIZING PARTICIPATION IN THE UTAH C-PACE PROGRAM TO FACILITATE AND FINANCE C-PACE PROJECTS; APPROVING AND AUTHORIZING AN AGREEMENT WITH SUSTAINABLE REAL ESTATE SOLUTIONS, INC., TO ADMINISTER THE CITY'S C-PACE PROGRAM.

WHEREAS, facilitating clean energy projects on commercial and industrial types of property will enable the City to contribute toward the goals of community sustainability and the reduction of greenhouse gas, carbon emissions and energy consumption; and

WHEREAS, in 2013 the Utah Legislature passed (amended in 2017) the "Commercial Property Assessed Clean Energy Act" or "C-PACE Act," establishing the Utah C-PACE Program and appointing the Utah Office of Energy Development ("OED") to direct the Program; and

WHEREAS, C-PACE, is a nonpublic financing tool that helps new and existing buildings offset the cost of financing for energy efficiency, water efficiency and resiliency seismic improvements; and

WHEREAS, pursuant to the ACT, OED delegated authority to Sustainable Real Estate Solutions, Inc., to provide program administration support services to the C-PACE Program, in accordance with Utah Code §11-42a-106(4)(b); and

WHEREAS, to participate in the State C-PACE Program, a municipality must adopt an opt-in resolution and enter into a program administration agreement; and

WHEREAS, participating in the Utah C-PACE Program is in the best interests of the health, safety, and welfare of residents and businesses of Murray City and will generate more economic opportunities for residents, property owners, and commercial businesses; and

WHEREAS, City wants to opt in to and participate in the Utah C-PACE Program and enter into a program administration agreement with Sustainable Real Estate Solutions, Inc. to administer the program within City's jurisdiction.

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

1. Pursuant to the Act, this Resolution shall constitute the City's opt-in resolution that authorizes participation in the Utah C-PACE Program.

2. The City Council does hereby authorize and approve a C-PACE program administration agreement in substantially the same form as the agreement attached hereto.

3. The Mayor is hereby authorized to execute a program administration agreement with Sustainable Real Estate Solutions, Inc., in substantially the same form as the agreement attached hereto.

4. The Mayor is authorized to enter into agreements and/or any other documents or instruments necessary that the Mayor deems necessary or advisable to effectuate the purposes and intent of this Resolution.

5. This Resolution shall become effective upon passage.

DATED this day of January 2025.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Brooke Smith, City Recorder

PROFESSIONAL SERVICES AGREEMENT

between

MURRAY CITY CORPORATION

and

SUSTAINABLE REAL ESTATE SOLUTIONS, INC.

*for consulting services in administering energy assessment areas
that the City creates under the C-PACE program*

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is between MURRAY CITY CORPORATION, a Utah municipal corporation (“City”), and SUSTAINABLE REAL ESTATE SOLUTIONS, INC., a Delaware corporation, whose address is 179 Main St. #61, Monroe, CT 06468 (“SRS”, and collectively with the City, the “Parties”), and is dated as of the date that the City Recorder attests the Mayor’s signature (“Effective Date”).

RECITALS

A. Utah Code Title 11, chapter 42a (the “C-PACE Act”) authorizes the City to create an energy assessment area (“C-PACE Area”) and levy an assessment on a private property to cover the costs of an energy efficiency upgrade, a renewable energy system, or an electric vehicle charging infrastructure.

B. The City may delegate its administrative powers to a third party to administer its C-PACE program in accordance with the C-PACE Act and other relevant codes.

C. The City desires that SRS act as a consultant to assist the City in administering any energy assessment areas that the City may create during the term of this Agreement.

D. SRS represents that it is qualified and desires to assist the City in the City’s administration of any energy assessment areas that the City may create during the term of this Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: City agrees to engage SRS and SRS agrees to provide its professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**.

2. Compensation and Method of Payment: SRS’ sole compensation for the Scope of Services it provides under the terms of this Agreement shall be a program administration fee charged against each project that is financed. The fee is set at 3.0 percent of the total amount of C-

PACE financing, not to exceed \$90,000 per project. Upon financial closing, the capital provider will send the total fee (3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000) to SRS. SRS acknowledges and agrees that SRS would not be able to participate in C-PACE financing without the City's cooperation, and therefore the City has no financial obligation to SRS for the services it provides under the terms of this Agreement, whether any or all project(s) do or do not close.

3. Term: This Agreement shall commence on the Effective Date and terminate three years thereafter ("Term"), unless terminated earlier by either party. SRS shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the City and the SRS and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All of the services required hereunder will be performed by SRS or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. City's Obligations: The City shall provide, at no expense to SRS, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by SRS to perform the tasks or services. The City makes no representation that such information will be provided or that review of any information submitted by SRS to the City will be made within any given timeframe. City shall not be liable in any manner whatsoever for any loss or damage of any kind incurred by SRS related to the City's review of any information submitted to or requested from the City.

7. Assignment: SRS shall not assign any obligation under this Agreement without City's written consent, which may be withheld in City's sole discretion.

8. Discrimination: SRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared for public consumption pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of City upon expiration of the Term. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by SRS shall be included with all documents issued by the City. SRS retains the right to duplicate and retain copies of all reports and other documents it prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the SRS to City with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:

City: Murray City Corporation
10 East 4800 South
Murray, UT 84107

Attention:

SRS: Sustainable Real Estate Solutions, Inc.
179 Main Street, #61
Monroe, CT 06468
Attention: Brian McCarter, CEO

12. Indemnification: SRS agrees to indemnify, save harmless and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, costs, and expenses, arising out of SRS's intentionally wrongful, reckless, or negligent performance hereunder. SRS's duty to defend City shall exist regardless of whether City or SRS may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon this indemnity provision, is rejected by SRS, and SRS is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies City may have, SRS shall pay City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require SRS to indemnify City against City's own negligence.

13. Termination: City may terminate this Agreement at any time, for any reason, by providing SRS at least thirty days (30) business days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by SRS or SRS's subconsultants under this Agreement shall, at the option of City, be delivered to City within three (3) days after the effective date of termination. Notwithstanding the above, SRS shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by SRS, and City may withhold any payments, if any, otherwise due to the SRS until such time as the exact amount of damages due to City from SRS is determined.

14. Compliance with laws and regulations: SRS shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and SRS shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the City as a result of such violation.

15. Standard of Care: All services provided by SRS and SRS's subconsultants hereunder shall be performed in accordance with the professional standards of licensed

professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

16. Insurance: SRS, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

a. Worker's compensation and employer's liability insurance sufficient to cover all of SRS's employees under Utah law. In the event SRS subcontracts any work under this Agreement, SRS shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

b. Commercial general liability ("CGL") insurance with a policy endorsement naming City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, SRS, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from SRS's operations under this Agreement, whether performed by SRS itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.

c. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

d. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause for "tail coverage."

e. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) currently rated A- or better by A.M. Best Company or (ii) listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

f. SRS shall, upon City's request, furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof, at each renewal, and thereafter as required.

17. Jurisdiction: This Agreement and all transactions contemplated hereunder shall be

governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

18. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto relating to the subject matter of this Agreement and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

19. Representation Regarding Ethical Standards: SRS represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the parties are signing this Agreement as of the Effective Date.

CITY:

MURRAY CITY CORPORATION, a Utah
municipal corporation

By _____

Name: _____

Title: _____

ATTEST & COUNTERSIGN:
City Recorder's Office

APPROVED AS TO FORM:
_____ Attorney's Office

City Recorder

City Attorney

Date _____

SRS:

SUSTAINABLE REAL ESTATE SOLUTIONS,
INC., a Delaware Corporation

By: _____

Name: Brian McCarter

Title: CEO

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT**

(Scope of Services)

The SRS shall perform the following services as requested by City:

Section 1 – Services Provided by SRS.

1.1 SRS will provide the following services for City:

- a) Program Administration Services,
- b) Financial Services, and
- c) Education and Outreach Services.

1.2 SRS Program Administration Services include the following:

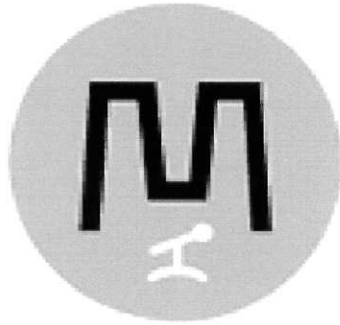
- a) Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute.
- b) Coordinating communication between City and program participants, and tracking progress of projects through origination, development, and finance agreement execution.
- c) Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution.
- d) Managing all aspects of the C-PACE contractor and capital provider communications.
- e) Coordinating with City to facilitate City activities such as recording energy assessment liens and assigning such liens to project capital providers.
- f) Maintaining C-PACE Area template agreements and forms.

1.3 SRS Financial Services include the following:

- a) All financial services for the C-PACE Area.
- b) Conducting financial services in a transparent manner, which include periodic reporting and providing City with access to all program materials.
- c) Mitigating potential conflicts of interest and ensuring competition within the City's C-PACE program to keep project financing competitive in an open market structure.
- d) Working with capital providers to collect applicable program administration fees.
- e) Advising City and C-PACE stakeholders on national C-PACE best practices and Utah statute throughout the project lifecycle and financing decision points.

1.4 SRS Education and Outreach Services include the following:

- a) Periodic outreach events for C-PACE stakeholders (i.e., contractors, building owners and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information.
- b) Maintaining C-PACE Area templates, forms, and agreements.
- c) Responding to inquiries about C-PACE Areas.
- d) Developing case studies and success stories of completed C-PACE projects.
- e) All Education and Outreach Services shall be based on C-PACE best practices and be in accordance with Utah statute.



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Mayor's Report And Questions



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Adjournment