



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 26, 2018**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Tuesday, June 26, 2018.

STUDY SESSION

3:00 p.m. - Mid-Year Retreat Proposal

3:15 p.m. - Summit County Presentation on Possible New Local Option Sales Tax for Transportation -
Senate Bill 136

3:45 p.m. - Joint Meeting with the Recreation Advisory Board
[RAB Visioning Staff Report](#)

WORK SESSION

4:45 p.m. - Social Equity Discussion (In Back of Council Room)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint Brynn Bateman Louis and Reappoint Jess Griffiths and Jane Osterhaus to the Library Board for Three-Year Terms Beginning July 1, 2018
(A) Public Input (B) Action
[Library Board Appointments Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Fourth of July Event Reminders
[July 4th Event Reminders](#)
2. Stormwater Management Plan Update
[Storm Water Management Plan Report](#)
3. 2017 Annual Water Quality Consumer Confidence Report
[Staff Report - Consumer Confidence Report](#)
[2017 Water Report](#)

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with American Mailing Services for Daily Courier Services Not to Exceed \$350,000
[Courier Services Staff Report](#)
[American Mailing Professional Service Agreement](#)

VI. NEW BUSINESS

1. Consideration to Approve Resolution 18-2018, a Resolution Acknowledging Hugh Daniels' Retirement from Park City Municipal Corporation and Recognizing His Many Contributions in Providing Emergency Management Services and Support to His Fellow Employees and the Park City Community
(A) Public Input (B) Action
[Staff Report and Resolution](#)
2. Open Flame and Fireworks Ban Update with Presentation by Dan Benson, Brianhead Fire Chief
[Open Flame and Firework Ban Staff Report](#)
3. Consideration to Continue an Ordinance Approving the Daly Delight Plat Amendment Located at 180 Daly Avenue and 182 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
[180-182 Daly Avenue Plat Continuation Staff Report](#)
4. Consideration to Approve Resolution 16-2018, a Resolution Adopting Park City's Locally Preferred Alternative for State Route 224
(A) Public Hearing (B) Action
[SR 224 Staff Report](#)
[SR 224 Resolution](#)
5. Consideration to Approve Resolution 17-2018, a Resolution Authorizing the Approval of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement
(A) Public Hearing (B) Action

MNTF Amendment Staff Report
Resolution 17-2018 Narcotics Task Force
Amendment No. 1 to MNTF Interlocal Agreement

6. Consideration to Re-Adopt Ordinance 2018-28, an Ordinance Amending (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2 City Council; and (IV) Title 2 Disaster Response and Recovery Act
(A) Public Hearing (B) Action
[Code Amendments Staff Report](#)
[Ordinance and Code Amendments](#)

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: STUDY SESSION

Subject:

3:00 p.m. - Mid-Year Retreat Proposal

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: STUDY SESSION

Subject:

3:15 p.m. - Summit County Presentation on Possible New Local Option Sales Tax for Transportation - Senate Bill 136

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section: STUDY SESSION

Subject:

3:45 p.m. - Joint Meeting with the Recreation Advisory Board

Suggested Action:

Attachments:

[RAB Visioning Staff Report](#)

City Council Study Session



Subject: RAB Visioning
Author: Ken Fisher, Recreation Manager
Tate Shaw, Asst. Recreation Manager
Department: Recreation
Date: June 26, 2018
Type of Item: Informational

Summary Recommendations:

Provide direction to the Recreation Advisory Board (RAB) and staff with regards to the recommended work plan for the next year.

Executive Summary: Staff and RAB are looking to implement the following work plan:

1. Development of a Parks Preservation Master Plan which would create additional level of protection to City Park, Creekside Park, Rotary Park, Prospector Park, and the Park City Golf Course.
2. Create a RAB subcommittee to work with staff on changes to the current donation policy as it pertains to parks & open space.
3. Create a RAB subcommittee to begin investigating the potential location of a splash pad. This would also include getting an understanding of design options as well as costs to own & operate.
4. Research the feasibility & cost to get free-Wi-Fi in City Park.
5. Research installing LED lights on the volleyball courts @ south end of City Park

Background:

As outlined in the Recreation Advisory Board's Policy & Procedure the Board shall meet annually with the City Council to receive updated city goals and direction from City Council. The RAB met with City Council in March 2017 for this purpose.

Last year, Council was supportive of creating a RAB subcommittee to work on the design of a potential Community Center in City Park, explore options of putting another layer of protection on our parks but not a conservation easement and begin public engagement on the potential implementation of the Mountain Recreation Facilities Master Plan.

RAB participated in the City's Project Open Houses with the Mountain Recreation Facilities Master Plan for the public engagement process, but did not provide additional engagement opportunities outside of these venues.

Analysis:

Parks Preservation:

The Recreation Advisory Board (RAB) is recommending additional protection of local park space by utilizing current Recreation Open Space (ROS) zoning regulations as a first step with additional protections to affirm and keep the characteristics and integrity of recreation and park spaces. The RAB views this as 'super-zoning', as proposed by City Council in March 2016, by allowing any future changes to be made by the community voice through a Voter Referendum.

The recommendation is to seek input and next steps from City Council based on our research with the intent to provide additional protections of five locations:

- Creekside Park
- City Park
- Rotary Park
- Prospector Park
- The Municipal Golf Course

We would do this by using the current Recreation Open Space (ROS) requirements with additional language similar to that of the 'McPolin' 1995 Entry Corridor Plan. This recommendation has historic precedence and follows Goal #9 of the City's General Plan by *providing unparalleled parks and recreation opportunities for residents and visitors*. In order to accomplish this, RAB is recommending the development of a **Local Parks Preservation Master Plan**. This would be a living document reviewed alongside the current Joint Use Agreement, General Plan and Land Management Code. The purpose of the Local Parks Preservation Plan is to reinforce the current Land Management Code with additional measures and means to preserve these spaces.

As deemed important and referenced in Park City Municipal's General Plan and Municipal Code, *local recreation and open spaces are crucial to the vitality, character and sense of community Park City provides*. Utilizing Park City's Municipal Code and zoning requirements first, any future changes in the 'recreation and open space' character, approved and/or conditional uses of noted parks and/or zoning changes shall be governed by the following procedure as previously used with the 'McPolin' 1995 Entry Corridor Plan.

No sale or substantial change in the 'recreation and open space' character or current Recreation Open Space Districts pertaining to the City-owned properties included in this Local Parks Preservation Plan, or changes in the intent of this Plan to protect park spaces shall be undertaken without an affirmative vote of four out of five City Council Members. This vote must further be affirmed by 60% of the voters in a locally scheduled special election within 180 days of the Council's decision. Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.

The intent of RAB to protect these spaces parallels the National Recreation and Parks Association (NRPA) Health and Wellness efforts by noting the importance of park spaces as an affordable form of health care and can be additionally used as a social equity tool. Parks and Recreation provide crucial health and wellness opportunities for all populations in communities across the country. As America continues to face serious health issues including rising rates of chronic disease, an increased prevalence of sedentary lifestyles and poor nutrition habits, parks and recreation offer an affordable and accessible solution. This parallels City Council's approach and focus on the social equity of Park City at this current time.

Donation Policy for Parks & Open Space: The City currently has an administrative policy that relates to donations. RAB has an interest in reviewing this policy as it relates

to donations that are made in memory of an individual. The intent would be to have some predetermined locations that certain items (benches) could be placed for a fee. This could be another way to memorialize individuals outside of the cemetery.

Development of a potential Splash Pad: RAB has an interest in researching a splash pad or spray ground to be placed in one of our parks. This would include analyzing potential locations, cost for construction and operation and other pros & cons of a splash pad. Social Equity is a critical priority for City Council & having free access to water play is a way to address individuals & families who are unable to afford entrance fees or feel comfortable at a public pool.

Wi-Fi in City Park: RAB & staff would like to research free Wi-Fi at City Park. An article on “*Bridging the Digital Divide- Free Wi-Fi in Parks*” was in the May issue of *Parks & Recreation magazine*. The article talks about free internet access being a public utility, like electricity, roads and clean water. The idea is that since parks are free & not subject to operating hours that they are a great way to bridge the digital divide. The complete article can be found at <https://www.nrpa.org/parks-recreation-magazine/2018/may/bridging-the-digital-divide-free-wi-fi-in-parks/>

Currently free Wi-Fi is available at the Library, PC Ice Arena & PC MARC but not in any of our parks. According to the *Community Interest & Opinion Survey* that was completed in 2012, City Park is the most visited park in the region. If free Wi-Fi is to be offered in parks, City Park is a logical starting point,

LED Lights for volleyball courts on North-end of City Park: For several years, the Recreation Department has been offering outdoor summer sand volleyball leagues. The leagues has grown significantly the last few years with 22 teams (revenue of \$5,500) playing in this current season. The league is unable to expand further without lights on the volleyball courts on the north end of City Park. Currently we have lights on the basketball & volleyball courts by the rec building, lights the playing field and the three tennis courts. Adding lights to the volleyball courts on the north-end would not be an impact to the surrounding area. The lights would also be LED’s which we currently do not have on any of the lit areas.

Available Funding Source:.

City Park Funds (CIP #cp0005)

Revenue Source	FY 2018	FY 2019
Lower Park RDA – Property Tax Increment	\$353,941	\$100,000
Open Space Impact Fees	\$156,154	\$100,000
Bond Interest - Parks	\$2,455	
Current Available Funds	\$512,550	

Neighborhood Parks (CIP #cp0100)

Revenue Source	FY 2018
Parks & Open Space Impact Fees	\$265,874
Current Available Funds	\$265,874

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

4:45 p.m. - Social Equity Discussion (In Back of Council Room)

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Adriane Juarez

Submitting Department: Library

Item Type: Staff Report

Agenda Section: APPOINTMENTS

Subject:

Consideration to Appoint Brynn Bateman Louis and Reappoint Jess Griffiths and Jane Osterhaus to the Library Board for Three-Year Terms Beginning July 1, 2018

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Library Board Appointments Staff Report](#)

City Council Manager's Report



Subject: FY19 Library Board Appointments
Author: Adriane Herrick Juarez
Department: Library
Date: June 26, 2018

Summary Recommendations:

Appointment of Brynn Bateman Louis and reappointment of Jess Griffiths and Jane Osterhaus to serve on the Library Board for three-year terms beginning July 2018.

Background:

Park City Municipal Code and Utah State Code require municipal Library Board appointments to be made effective July 1. The Library Board must have between five and nine members. All vacancies must be filled by Park City residents.

Unlike most of PCMC's boards and commissions, it has been the practice of the Library Board that interviews for Library Board appointments are conducted by the Library Board and recommendations are made to the Mayor and City Council for formal appointment.

Currently, the Park City Library Board has nine board members. Three of the current board members' terms expire on June 30, 2018. Two expiring-term members reapplied for their seats, and are eligible to serve additional terms according to Library Board Bylaws. The Library Board is recommending the reappointment of Jess Griffiths and Jane Osterhaus for additional terms, and the appointment of Brynn Bateman Louis, a newly applying board member, to serve beginning July 1. This will maintain a total of nine board members. A total of 4 applications were received, including one from Ann Rennie who is not being recommended at this time.

In accordance with City policy, ads for the Library Board vacancies ran in the Park Record and were aired on KPCW. Applications for Board positions were available at the Library and on the City & Library web sites.

Analysis:

A Library Board subcommittee interviewed the new candidates. The full Park City Library Board is recommending a total of three appointments: Brynn Bateman Louis, Jess Griffiths, and Jane Osterhaus.

The attached letter (Attachment A) from the Library Board Chair, John Fry, describes the qualifications of the candidates. Approval of three these candidates will maintain the total number of voting board members at nine, as allowed in Library Board bylaws.

Department Review:

Executive & Legal Departments

Alternatives:

A. Approve the Request:

Make the appointments to maintain the current size of the Library Board.

B. Deny the Request:

Make alternative appointments, reduce the size of the Board, or reopen the recruitment process.

C. Continue the Item:

Utah Code requires municipal library board appointments to be made effective by July 1 each year.

D. Do Nothing:

The Board could be reduced in size due to inaction .

Consequences of not taking the recommended action:

Library will not have a functioning board by the Utah Code deadline of July 1.

Recommendation:

Appoint Brynn Bateman Louis and reappoint Jess Griffiths and Jane Osterhaus to serve on the Library Board for three-year terms beginning July 1, 2018.

Attachment A

May 23, 2018

Mayor Andy Beerman and Park City Council
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Honorable Mayor and City Council,

After conducting interviews of the new candidates who applied, the Park City Library Board recommends the addition of Brynn Bateman Louis to the Library Board and the reappointment of Jess Griffiths and Jane Osterhaus, all for 3 year terms. A recommendation is not being made for Ann Rennie at this time.

Brynn Bateman Louis has used the Park City Library regularly since her child was born 4 years ago. She and her family live across the street from the library and have enjoyed the evolution of the building, its resources, and its events. She has a background in graphic design and branding. She feels connected with other parents in the community and looks forward to promoting awareness about all that they have available to them at the Library.

Jess Griffiths has lived in Park City since December 2010. He sits on the boards of the PC Education Foundation and the McPolin Land Trust Council. He is a mentor for PC CAPS and Pando Labs and has been instrumental in Library/School partnerships during his past 3-years as a Library Board member. He supports the Library's role in the community, including supporting our diverse community and promoting the benefits of the electronic age in libraries.

Jane Osterhaus has lived in Park City since July 2000. In addition to sitting on the Library Board for the past 3 years, she has volunteered at the Library and for the Friends of the Library Book Sale. She also volunteers during the Kimball Arts Festival. She has a background in the research process, data collection, and data analytics. Her expertise in this area provides a component of rigorous and thoughtful evaluation of Library statistics to provide services to the community.

Ann Rennie, while not being recommended at this time, was a good candidate. She recently retired to Park City after a long career in Development Banking. She has owned a home in Park City since 2007. While her involvement in Park City has not been continuous, she is a supporter of the Arts as a Pharaoh Member and a Park City Film Series Member. She also taught skiing for Vail/PCMR for 4 years. Ms. Rennie indicated that if she is not selected to serve on the Library Board at this time she would be interested in serving on an alternative City board or commission.

The Library Board appreciates your consideration of these applicants to the Park City Library Board. Please contact either Adriane Herrick Juarez or me if you have any questions.

Sincerely,

John Fry
FY18 Library Board, Chair

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Fourth of July Event Reminders

Suggested Action:

Attachments:

[July 4th Event Reminders](#)

City Council Staff Report



Subject: Fourth of July Celebration Reminders
Author: Jenny Diersen, Special Events Manager
Department: Special Events
Date: June 26, 2018
Type of Item: Informational

Executive Summary

The Fourth of July Celebration is an important event to our community, culture and provides ancillary economic benefits for our local business community. As the City has taken on the role of the event planner, staff believes it is the community spirit, uniqueness and diversity of the event's offerings that drive guests to the event. Over the last past three years, significant changes have been made to the event, in particular the City taking on the role of producing the event, after the prior host organization could no longer run the event, and increasing mitigations regarding crowd and traffic control.

Analysis

The Fourth of July Celebration will take place on Wednesday, July 4, 2018. The event has had substantial changes over the last three years including:

- As the City has become the event organizer, we have worked to bring back the fun and funk and to increase the community feel of the event.
- Moving City Park Activities from South End to North End to reduce the feeling of overcrowding.
- Streamlined the many event permits under one permit to increase coordination and services.
 - o Previously, Park City Resort Event, Volleyball, 5K and Rugby were all separate event permits. Streamlining these groups allows us to better plan and mitigate with stakeholders.
 - o Deer Valley Concerts were not scheduled in 2016, 2017 or 2018. This makes a substantial positive difference in traffic mitigation after fireworks.
- Increasing residential and transportation mitigations
 - o 2 Bike Valets at 9th Street and Mawhinney Lot
 - o Free Parking at School District and Resort Lots
 - o Paid Parking (\$20) at China Bridge & surface lots from 8 a.m. to 1 p.m.
 - o Bus Lane on Deer Valley Drive to expedite Transit
 - o Security Company Hired to support Park City Police in residential areas
 - o We will also be promoting the Kamas Line and Express Bus as they will be running on the 4th of July.

Staff also wanted to highlight to Council that this year there we anticipate there are about 60 parade floats, of which are local Park City and Summit County residents and businesses. Floats that were are walk, bike or e-vehicle received a \$50 discount to align

with City's Energy priority. Staff continues to work to ensure the parade keeps a local focus with residents and businesses.

- This is the same as compared to last year. In previous years, staff had had surplus of 70 to 80 floats, including some that were not local community members or businesses. When we had a larger amount of floats, staff received concerns that the parade was too long and did not identify with our community.

The parade theme this year is the Winning Spirit, which aligns with our community's Olympic Legacy and spirit as well as with our Nation's celebration of independence. In addition, Tom Kelly has been selected as the Grand Marshal of the Parade – we will honor Tom Kelly's incredible achievements and community impacts that he has made in our community over the last 30+ years.

- Tom Kelly's career as the Vice President of Communications for the US Ski and Snowboard Association helped elevate athletes' stories through his public relations work and his Behind the Gold columns in The Park Record. His work recently earned him the U.S. Olympic Committee's Building Dreams Award, for helping athletes reach their potential. In addition, has continued to be involved and give back to our community in numerous ways and through various organizations. Tom's work in our community has left a lasting legacy on athletes, the Olympics, as well as our community.

Beginning on Thursday this week, a full schedule of [4th of July Activities](#) will be found on the City's homepage with [Transportation and Parking Impact](#) information. This information will be distributed in Spanish as well. Staff will implement community outreach for the event including impact information to local residents and businesses, web and social media outreach, and local media such as Park Record and KPCW. Please subscribe to the City's text alert system by texting PCEVENTS to 888777 to receive the most up to date transportation and emergency information. Transportation Planning has also integrated a Transportation Survey on the City homepage that will be available July 2 through July 13. Community and business members can provide feedback about their transportation experience during the Fourth of July event, so that staff can use the feedback for planning in future years.

Staff wanted to thank City Council and the many community members who help make this event possible. The event would not be possible without the collaboration of our community including:

- Summit County, Park City School District, Park City and Deer Valley Resort, who help coordinate transportation and parking mitigation for the event.
- The Activity Providers who make the event's offerings unique to our community – Park City Boy Scout Troop (Kids Games), Park City Boy Scout LDS Troop (provides Pancake Breakfast), Park City Cheer (Face Painting), Park City Rugby Club (Rugby Games), Park City Ski Team (4th of July 5K), Park City Resort (BBQ, Music and Fireworks), Park City Recreation (4th of July Volleyball Tournament)
- The Chamber is still involved with the event, as many of the Ambassadors, specifically, Joel Fine leads the charge on Swede Alley with the Parade Line up and the Chamber will still take on the role of judging the parade.

- The Special Events Department is very appreciative of every City Department who play a role in coordinating and making this event possible. Their work is many times left unseen, and is essential in making this event safe and successful.

Staff will provide debrief of the event to Council at a subsequent meeting.

Department Review

This report has been reviewed by the Special Events, Economic Development, Transportation Planning, Parking Services, Public Safety, Communications, Legal and Executive Departments.

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Christine Morgan

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Stormwater Management Plan Update

Suggested Action:

Attachments:

[Storm Water Management Plan Report](#)



City Council Staff Communication Report

Subject: Stormwater Management Plan
Author: Chris Morgan, Stormwater Coordinator
Department: Public Utilities
Date: June 26, 2018
Type of Item: Informational

Purpose

Staff is notifying Council that Public Utilities has completed an annual review, required by the State's Municipal Separate Storm Sewer System (MS4) Permit, of the Stormwater Management Plan (SWMP) with edits updating completion dates and existing efforts.

Stormwater Management Plan Review

Who: Public Utilities, Code Enforcement and Community Development.

What: The Public Utilities Division has completed an annual review of the Stormwater Management Plan (SWMP). The current version of this document is on the Park City website [here](#). An edited version has been online and available for public opinion and comment since May 15, 2018 and will be reviewed two weeks before posting the 2018-2019 version.

When: Since the SWMP is a working document comments are always accepted, but the 2018-2019 document will be posted by July 1, 2018.

Why: Permit requirement

More Information: On July 1, 2016, the City of Park City entered into a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) with the State of Utah. This [Permit](#) authorizes certain stormwater discharges to Waters of the State.

The Permit requires creation, maintenance and annual review of a Stormwater Management Plan (SWMP). The SWMP clarifies how the City is going to meet minimum requirements of the permit.

There are six (6) minimum control measures (MCMs) as part of the Permit, which consists of:

1. Public Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination (IDDE)
4. Construction Site Stormwater Runoff Control
5. Long-Term Stormwater Management
6. Pollution Prevention and Good Housekeeping for Municipal Operations

Measurable Goals worksheets are part of the SWMP and show milestone dates, goals met, what section of the permit the goal touches and how we can measure the success of that goal. Each MCM has a number of items that are either ongoing, annual or have a specific date assigned to it. For example;

MCM	Target		Desired Result	Measurable Goal	Milestone Date	Associated BMPs	Measure of Success (Effectiveness)
	Pollutant(s)	Audience(s)					
1	Selected pollutants	Residents (4th graders)	4.2.1.1 To educate audiences on ways to avoid, minimize, and reduce impacts of stormwater discharge	Support Summit County annual water festival	Annually	PEP and CESW	Festival occurs annually

Recycle Utah organizes an annual educational Water Festival with fourth graders from Summit and Wasatch County schools. Park City and Summit County team up and present to the kids what different wastes and everyday outdoor chemicals do to our stormwater and how that affects our creeks and ponds if we are not careful in our use of them. Different colors of Kool-Aid are used to show fertilizers and pesticides, dirt from construction sites and grease and oils from vehicles. The kids are then given spray bottles to make it “rain” and can watch as the “stormwater” runs into the storm drains, into streams and creeks then into a pond (or the Great Salt Lake).

Completed Goals:

- An insert was included with the March utility bills. This insert was about [“No Dumping”](#) and states that storm drains are linked directly to McLeod and Silver Creeks and that dumping is unhealthy and illegal.
- The stormwater [web pages](#) are maintained to provide more information on the program and its functions. Chris Morgan is always open for suggestions on how to make it more user friendly and fun.
- A work order system, by [iWorQ](#) has been implemented and is being used to record assets such as outfalls, pipes and drains. A work orders can easily be created for repairs and clean up and provides the retention that is required. The stormwater functions of this system are managed by Bill Connell and the Stormwater Operations Team. This system is also being by Streets and Street Lighting.
- In February, 2018 City [Ordinance](#), Title 13, Chapter 3, was incorporated into the Municipal Code that provides enforcement abilities for illicit discharges.
- The Public Utilities Programmer Analyst, Scott Barrell, has been diligently creating and updating the GIS inventory for the stormwater infrastructure. There are many outfalls and storm drains that have never been accounted for, so quite often Scott is out in the field getting GPS coordinates to put into the GIS inventory.

- Records are kept by Code Enforcement, Engineering, Stormwater Operations and the Stormwater Coordinator. Each group records different aspects of the permit requirements to meet the required retention of the Permit.
- The Engineering Department has created a pre-construction process ensuring all projects that are one acre or greater or part of a common plan of development have the proper State Stormwater Permit and a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP is reviewed and is included as part of their project documents showing all Best Management Practices (BMPs) to be used on the construction site.
- The Code Enforcement team has been conducting monthly inspections on each of these permitted sites since July 1, 2017. These inspections ensure that construction sites are following their site plans and meeting the requirements of their permits as well as meeting our own permit requirements. All inspections and related actions are recorded in complianceGO and will remain in our records as long as we are required to maintain them. Code Enforcement will begin bi-weekly inspections starting July 1, 2018 to meet the requirements of the Permit.
- Three “High Priority” facilities have been identified from all City owned/operated buildings. These facilities are chosen due to the nature of the chemicals and their proximity to waters of the State. The three facilities are Public Works, Quinns Junction Water Treatment Plant and the Parks/Golf Maintenance/Spiro Treatment Plant. These facilities are required to conduct weekly and quarterly inspections. Inspections are done to minimize the potential for pollutant discharge and are completed by employees working in each facility.
- Five (5) brochures have been created each talking about common in Park City. The brochures are found physically in the Marsac and Public Works buildings, but are also posted on the website [here](#).

Many other items have been completed, but these are the biggest accomplishments of the Stormwater Team.

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

2017 Annual Water Quality Consumer Confidence Report

Suggested Action:

Attachments:

[Staff Report - Consumer Confidence Report](#)

[2017 Water Report](#)



City Council Staff Communications Report

Subject: 2017 Annual Water Quality Consumer Confidence Report
Author: Michelle De Haan, Water Quality Manager
Department: Public Utilities
Date: June 20, 2018
Type of Item: Informational

Each year Public Utilities releases the Annual Water Quality Consumer Confidence Report to review drinking water quality and provide information regarding projects completed for the year as well as upcoming projects.

We would like to provide Council with a copy of the report prior to its mailing. The report will be postmarked by June 30th per EPA requirements.

Below are some highlights from the report:

- Continued compliance with drinking water quality standards
- Continued investment in our Water Treatment Infrastructure including complying with Clean Water Act stream standards for Judge and Spiro Tunnels and increasing overall drinking water treatment system capacity
- Completion of two capital projects including the Creekside WTP and Quinns Junction WTP Upgrades
- A progress update on design of the 3Kings WTP
- Inclusion of energy efficient designs

Hard copies will be mailed and English and Spanish versions will available on the City website.



CREEKSIDE WATER TREATMENT PLANT

The building was designed with the neighborhood in mind

We are happy to announce the completion of the Creekside Water Treatment Plant, which sits adjacent to Creekside Park on Holiday Ranch Loop Road. This newly opened plant treats water from two wells: Divide Well and Park Meadows well. In 2006 (and again in 2012), the Park Meadows well was designated as being under the influence of surface water, which triggered more stringent regulations to protect public health and safety. The new facility treats the water with ultraviolet light, chlorine, and cartridge filtration.



On-site chlorine generation

On-site Chlorine Generation

The plant was designed—first and foremost—with the safety of the surrounding neighborhood in mind: the chlorine used in the treatment process is actually generated on-site, rather than being trucked in. The only chemical delivered to the location is salt, a key component in chlorine. When electricity is applied to a water-salt mixture, chlorine is produced. In addition, the chlorine generated through this process is very low-strength (0.8 percent), as opposed to what had been shipped in (12 percent). This offers a much safer and more environmentally friendly alternative.



Chlorine-feed pumps

Energy-efficient Design

We are also proud of the new building's advanced energy-efficiency features, including enhanced building envelope systems to reduce heating and cooling demands, heat recovery systems, and photovoltaic (solar) panels that provide enough power to meet the building's lighting and heating needs. Park City has the most ambitious climate goals in North America (we are on track to achieve net-zero municipal carbon emissions by 2022), and our water-treatment facilities are a key part of our energy-reduction strategies.

SURFACE WATER TREATMENT

The Quinns Junction Water Treatment Plant is a state-of-the-art facility that treats water from the Weber River upstream of Rockport Reservoir with microfiltration, organic contaminant removal, taste and odor control, manganese removal, and chlorine disinfection.

THREE WELL SOURCES

- Middle School Well

Creekside Water Treatment Plant

- Divide Well
- Park Meadows Well – Treated by cartridge filtration and ultraviolet light due to classification by Utah DDW as a groundwater under the influence of surface water.

ONE SPRING

Thiriot Spring

ONE TUNNEL SOURCE

Spiro Tunnel – treated through a coagulation/filtration plant for

reduction of arsenic and thallium to meet the MCL and reduction of iron and manganese to below the aesthetic secondary MCL. Treated Spiro Water is blended with Thiriot Springs under a Utah DDW-approved plan to reduce antimony concentrations.

WHOLESALE TREATED WATER

Jordanelle Special Service District

SOURCE PROTECTION PLAN

Park City's Drinking Water Source Protection Plan was initially approved by the state in 1999 and was updated in 2011 and 2016. It contains information about source-protection zones, potential contamination sources and management-protection strategies. Potential contamination sources common in our protection areas are residential properties; roadways; infrastructure (i.e., sewer and storm drains); golf courses; mine tailings and related mine workings; and ski-resort operations.

SMART WATER IRRIGATION

Install a Smart Irrigation Controller and receive a credit of up to \$300 on your account. Smart Irrigation Controllers can cut your outdoor water use by 15% or more. For more information, visit parkcityutilities.org.

RESOURCES

GENERAL INQUIRIES

Park City Water Department
M-F; 8 a.m.-5 p.m.
435.615.5335
parkcitywater.org

SAFE DRINKING WATER HOTLINE

800.426.4791

WATER EFFICIENCY TIPS

parkcity.waterinsight.com

MAINTAINING DRINKING WATER PLUMBING

DrinkTap.org, click WaterInfo

LEAD IN DRINKING WATER

epa.gov

EVEN-ODD LANDSCAPE WATERING

Effective May 1–September 30, 2018 It's easy to remember when to plan your outside watering. If you live or work at an even-numbered address, water on even-numbered days. If your home or business is at an odd-numbered address, water on odd-numbered days. In either case, remember that outside watering is allowed only between the hours of 7:00 p.m. and 10:00 a.m. The Park City water manager may make exceptions for new landscaping.

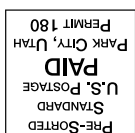
WaterSmart

If you are a Park City Water customer, you have likely received a Home Water Report by mail or email, which provides valuable information on how to improve water efficiency for lower bills and long-term conservation practices. If you are not an account holder, you can access our WaterSmart customer portal at parkcity.waterinsight.com for information on water conservation practices and watershed preservation.

Thank you for participating in Park City's WaterSmart program. By working together, we can make a vital contribution toward sustainability now and in the future.



Postal Patron



DRINK LOCAL TAP WATER!

2017 ANNUAL WATER QUALITY CONSUMER CONFIDENCE REPORT

PARK CITY



WATER
QUALITY

Dear Park City Water Customer,

We are pleased to provide the 2017 Drinking Water Quality Consumer Confidence Report. Once again, Park City Water has provided the highest-quality drinking water and customer service for our residents, visitors and businesses. As with years past, all drinking water met or exceeded quality standards set by the Environmental Protection Agency and Utah Division of Drinking Water for all testing from January through December 2017.

working hard to design and construct a complete, redundant water treatment system that will provide safe, plentiful drinking water for generations to come. Last year, we completed two capital projects to help shore up the entire system and meet increasingly stringent federal and state regulations: we significantly upgraded the Quinns Junction Water Treatment Plant (which treats water from the Weber River) and constructed a new treatment facility next to Creekside Park. You can read more about both projects elsewhere in this report.

Setting the Standard for Excellence

Park City has one of the most complex municipal water systems in the country. Although we are classified as a "small water system," by the U.S. Environmental

Future Capital Projects

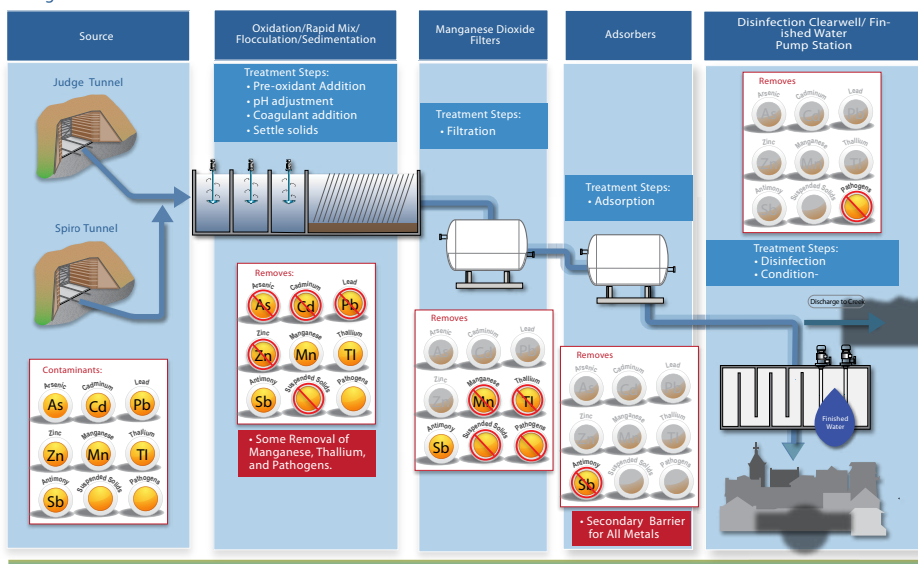
In addition to these projects, we are designing the 3Kings Water Treatment Plant to treat Judge and Spiro Tunnels. This state-of-the-art plant will help Park City

comply with the Clean Water Act stream standards and increase overall drinking water treatment system capacity. The facility is presently being designed to net-zero carbon emission standards and will help the City meet our highly ambitious climate goals. You can learn more about our energy and climate plan by going to parkcity.org and searching for "environmental sustainability". For information about the 3Kings Water Treatment Plant go to 3KingsWTP.parkcityutilities.org.

The Bottom Line

Park City water continues to be of superior quality. You can drink Park City water with confidence and

3Kings Water Treatment Plant Schematic



Protection Agency, we have seven sources, quite a high number for a town of our size. We also continue to manage our town's mining legacy. We meet these challenges through strict compliance with state and federal standards, as well as unyielding professionalism and dedication to excellence.

Continued Investment in our Water Treatment Infrastructure

Park City's municipal water system is an invaluable community asset, and we are

proud. If you ever have questions about your water quality don't hesitate to give me a call.

Sincerely,

Michelle De Haan

Michelle De Haan
Water Quality and Treatment Manager
435.615.5340

Park City is a proud member of the Utah Water Quality Alliance, continually striving to produce the best quality water.



WATER QUALITY DATA TABLE

We routinely monitor for contaminants in your drinking water in accordance with the EPA and Utah DDW. The following table shows the results of our water-quality analysis from January 1, 2017 to December 31, 2017 – or the most recent testings completed in accordance with regulations. Every regulated contaminant detected in the water, even in the most minute traces, is listed in this table, along with the highest level allowed by regulation (MCL), the ideal goals for public health, the amount detected, the usual sources of contamination, and a key to units of measurement. Park City also samples within the distribution system for many contaminants four times a year. Those results can be found at parkcityutilities.org.

Contaminant	Violation Y/N	Level Detected ND/Low-High	Unit Measurement	MCLG	MCL	Date Sampled	Likely Source of Contaminant
Antimony	N	ND - 4.4	ppb	6	6	2016-2017	Substance that occurs naturally in drinking water.
Arsenic	N	ND-5.8	ppb	0	10	2016-2017	Erosion of natural deposits. Runoff from orchards. Runoff from glass and electronic production waste.
Barium	N	0.009-0.082	ppm	2	2	2016-2017	Discharge of drilling wastes. Discharge from metal refineries. Erosion of natural deposits.
Copper a. 90th percentile b. # of homes that exceed the AL	N	a. 0.279 0 of 21	ppm	N/A	AL = 1.3	2016	Corrosion of household plumbing. Erosion of natural deposits.
Lead a. 90th percentile b. # of homes that exceed the AL	N	a. 0.0019 0 of 21	ppm	0	AL = 0.015	2016	Corrosion of household plumbing. Erosion of natural deposits.
Fluoride	N	ND-0.2	ppm	4	4	2016-2017	Erosion of natural deposits.
Nitrate	N	ND-2.1	ppm	10	10	2017	Runoff from fertilizer use. Leaching from septic tank sewage. Erosion of natural deposits.
Sodium	N/A	3.7-153	ppb	N/A	N/A	2016-2017	Erosion of natural deposits. Note: Utah DDW requires monitoring for sodium though no MCL has been established.
Selenium	N	0.7-2.9	ppb	50	50	2016-2017	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines.
Sulfate	N	12-217	ppm	N/A	1,000	2017	Occurs naturally in drinking water. Note: Utah DDW established an MCL. EPA SMCL MCL = 250 ppm
TDS (Total dissolved solids)	N	196-1180	ppm	N/A	2,000	2017	Erosion of natural deposits. >1,000 ppm requires evaluation of other available sources. EPA SMCL = 500 ppm
Turbidity at Quinns Junction WTP	N	Highest Avg. Monthly: 0.030 Highest: 0.088 100% ≤ 0.3	ntu	1	TT Requirement: < 95% of time < 0.3 ntu	2017	Soil Runoff
Turbidity at Park Meadows Well	N	Highest Avg. Monthly: 0.157 Highest: 0.277 100% ≤ 0.3	ntu	1	TT Requirement: < 95% of time < 0.3 ntu	2017	Soil Runoff
Chlorine Residual	N	Range: 0.3-2.1 Avg. 1.4	ppm	MRDLG =4	MRDL = 4	2017	Water additive used to control microbial growth.

ORGANIC CONTAMINANTS

Bromodi-chloromethane	N	ND-0.7	ppb	0	80 (Sum of 4 TTHMs)	2016-2017	Byproduct of drinking water chlorination.
Chloroform	N	ND - 1.4	ppb	0	80 (Sum of 4 TTHMs)	2016-2017	Byproduct of drinking water chlorination.

RADIOACTIVE CONTAMINANTS

Gross Alpha	N	ND - 4.4	pCi/l	0	15	2016	Decay of natural and man-made products.
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DISINFECTION BY-PRODUCTS (RAA=RUNNING ANNUAL AVERAGE)

Total Trihalomethanes (TTHMs)	N	2.8-23.9	ppb	Highest LRAA 16.6	N/A	80	1st - 4th Qtr 2017	Byproduct of drinking water chlorination.
Total Haloacetic Acid (HAAs)	N	0-15.7	ppb	Highest LRAA 9.3	N/A	60	1st - 4th Qtr 2017	Byproduct of drinking water chlorination.

For water systems that have multiple sources, the Utah DDW has given systems the option of listing test results of contaminants in one table, instead of multiple tables. To accomplish this, the lowest and highest values detected in the multiple sources are recorded in the same space in the report table.

HELP MAINTAIN YOUR DRINKING WATER PLUMBING

Park City's Water Department is dedicated to delivering high-quality drinking water, and it is important homeowners and businesses understand their responsibility beyond the meter. Past the meter, each customer is responsible for the quality of their water. The American Water Works Association has developed videos and brochures with tips on maintaining high-quality water in homes

and business, as well as information about home treatment systems. For details, please visit DrinkTap.org and click [Water Info](#).

Certain times of the year Park City homes and businesses use very little water, especially hot water. It is important to conduct proper maintenance prior to bringing building plumbing back into service (e.g., flushing boilers/hot water heaters, unused faucets, etc.).

QUINNS JUNCTION WATER TREATMENT PLANT

Recent upgrades will help ensure reliability while contributing to the City's energy-efficiency goals



Quinns Junction WTP microfilters



Fan reduces stratification of air



South-facing solar wall

The Quinns Junction Water Treatment Plant began operating in 2011 to treat a new source for the City: water from the Weber River upstream of Rockport (the first surface-water source in the City's portfolio). In heavy runoff years, however, the plant had to be shut down for two-to-three months because it could not process large volumes of poor quality water during warm-winter storms or spring runoff. Last year, the plant underwent a series of upgrades to address four issues:

Year-round Capacity: The City increased the plant's overall capacity to treat organic contaminants in the water year-round (because the Weber River is surface water, the primary contaminants are organics from farms or those naturally occurring in soils) with an additional granular activated carbon (GAC) vessel. The plant can now operate seven days a week, 365 days a year, at a rate of 4.2 million gallons per day.

Manganese Filters: The City installed new filter vessels to remove manganese, a heavy metal that occurs naturally in soils throughout the United States. Manganese does not have an MCL (the primary health standard), but turns the water a yellowish-brownish color when it comes into contact with chlorine.

Backwash Basin: A large basin was added behind the building to backwash the large filter vessels (backwashing cleans filter media by sending water backward through the vessels).

Energy Upgrades: The City installed a very large fan in the process area to reduce stratification of air (push the hot air down). This increases the effectiveness of the heating and cooling systems, greatly reducing costs. The City also installed a south-facing "solar wall," which uses passive solar heating to supplement the building's heating needs. (The facility needs to maintain a very consistent temperature for the various treatment processes.) Smaller finished water pumps were also installed to provide more efficient pumping during low-water demand time periods.

IMPORTANT DEFINITIONS & ABBREVIATIONS

ACTION LEVEL (AL):

The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

LOCATIONAL RUNNING ANNUAL AVERAGE (LRAA):

Samples collected for four consecutive quarters at one sample location, with results averaged over that period.

MAXIMUM CONTAMINANT LEVEL GOAL (MCLG):

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MAXIMUM CONTAMINANT LEVEL (MCL):

The highest level of a contaminant allowed in drinking water. MCLs are set as close to the MCLGs as possible, using optimal treatment technology.

MAXIMUM RESIDUAL DISINFECTANT LEVEL GOAL (MRDLG):

The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL):

The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

NOT APPLICABLE (NA):

The measurement does not apply.

NON-DETECT (ND):

No contaminant level detected during testing.

NEPHELOMETRIC TURBIDITY UNITS (NTU):

Measure of water clarity.

PICOCURIES PER LITER (PCI/L):

Measure of the radioactivity in water.

PARTS PER BILLION (PPB) OR MICROGRAMS PER LITER (MG/L):

Units describe the levels of detected substances. One ppb is approximately equal to one drop of water in a small backyard swimming pool (13,000 gallons).

PARTS PER MILLION (PPM) OR MILLIGRAMS PER LITER (MG/L):

Units describe the levels of detected substances. One ppm is approximately equal to one drop of food coloring in 13 gallons of water.

SECONDARY MAXIMUM CONTAMINANT LEVEL (SMCL):

USEPA does not enforce SMCLs. They are established only as guidelines to assist public water systems in managing their drinking water for aesthetic considerations, such as taste, color and odor. These contaminants are not considered to present a risk to human health at the SMCL.

TREATMENT TECHNIQUE (TT):

A required process intended to reduce the level of a contaminant in drinking water.

VARIANCE:

Permission not to meet an MCL under certain conditions.

WAIVERS:

Because some chemicals are not used or stored in areas around drinking water sources, some water systems have been given waivers that exempt them from having to take certain chemical samples, these waivers are also tied to Drinking Water Source Protection Plans.



Quinns Junction WTP manganese filters



Creekside WTP filters



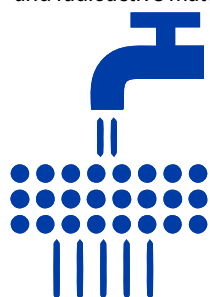
Quinns Junction WTP

EPA HEALTH INFORMATION

To ensure your tap water is safe to drink, the Environmental Protection Agency prescribes limits on the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. For more information about contaminants and potential health effects, call the [EPA's Safe Drinking Water Hotline, 800-426-4791](tel:8004264791).

The sources of drinking water (tap and bottled) include rivers, lakes, streams, ponds, springs and wells. As water travels over the surface of the land or through the ground, naturally occurring minerals and radioactive materials are dissolved. The water can also pick up



substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

(A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

(B) Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

(C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, storm water runoff and residential uses.

(D) Organic chemical contaminants, including synthetic and volatile organics, which are byproducts of industrial processes and petroleum production; can also come from gas stations, urban storm water runoff and septic systems.

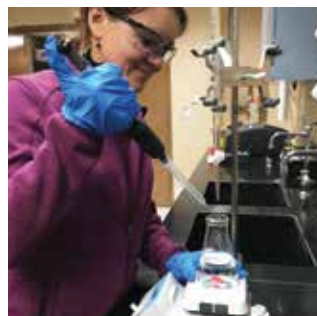
(E) Radioactive contaminants, which can be naturally occurring or the result of oil and gas production and mining activities.

ATTENTION IMMUNOCOMPROMISED PERSONS

Some people may be more susceptible to contaminants in drinking water than the general population. Immunocompromised persons undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, elderly people and infants can be particularly at risk for infections. If applicable, please seek advice from your healthcare provider. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available at the [Safe Drinking Water Hotline, 800-426-4791](tel:8004264791).

ABOUT LEAD

Present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking



water quality testing

water is primarily from materials and components associated with service lines and home plumbing. The Park City Water Department is responsible for providing high-quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize

the potential for lead exposure by flushing your tap for 30 seconds-to-two minutes before using water for drinking or cooking. If you are concerned about lead in your water, you might want to have it tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the safe [Drinking Water Hotline](tel:8004264791) or at epa.gov. Despite concerns about drinking water, the EPA notes that "the greatest exposure to lead is swallowing or breathing in lead paint chips or dust."

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Rebecca Gillis

Submitting Department: Finance & Accounting

Item Type: Ordinance

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with American Mailing Services for Daily Courier Services Not to Exceed \$350,000

Suggested Action:

Attachments:

[Courier Services Staff Report](#)

[American Mailing Professional Service Agreement](#)



City Council Staff Report

Subject: Daily Courier Services Contract
Author: Rebecca Gillis, Finance Manager
Department: Finance
Date: June 26, 2018
Type of Item: Consent

Summary Recommendation

Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with American Mailing Services for daily courier services to not exceed \$350,000.

Executive Summary

- Daily courier services include pick-up and delivery of mail and deposits between seven (7) City locations and one (1) bank location.
- On April 19, 2018 the City sent out a Request for Proposal (RFP) for daily courier services to one local business (our current provider), American Mailing Services. The City also advertised the RFP in the local newspaper on April 14th and April 18th.
- The City received one response from American Mailing Services.
- Staff met internally to review the proposal and unanimously decided to award the contract to American Mailing Services, our current courier service provider. The decision was based on several factors, including, but not limited to: the provider's ability to provide the required services, qualifications, and experience.
- The approximate amount of the courier service fees for the initial five-year term is \$200,000. The amount is approximate because while some of the prices are fixed monthly fees (i.e. mail pick-up and delivery), some fees are a not to exceed price and the volume of each type of transaction can vary. For example, the number of metered mail pieces and deposits can vary during the month.
- The term of the contract will be a five-year term commencing July 15, 2018.

The Problem

We currently do not have a contract for daily courier services.

Background

- The provider that submitted a proposal met the following required conditions:
 - o Ability to provide the required services,
 - o Previous experience providing similar services,
 - o Ability to meet the insurance, bonding, equipment and staffing requirements.

The proposal was evaluated by a committee of Finance Department staff. American Mailing Services' proposal is the best overall choice for the City's daily courier services.

American Mailing is currently the City's service provider. Staff has been satisfied with the services received from American Mailing over the past approximately twenty years. Staff recommends that American Mailing Services be awarded the contract to continue to furnish the City's courier services.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with American Mailing Services for courier services.

Pros

- a. Continue with current service provider.
- b. No need to rebid for five years.

Cons: None

2. **Null Alternative:** Do nothing or deny the request.

Pros: None

Cons:

- a. Finance would need to rebid the contract.
- b. Continue using American Mailing without a contract.

3. **Other Alternatives:** Continue the item. City Council could continue the item until a later date, but would require the City to continue using American Mailing without a contract.

Department Review

Executive, Legal and Finance

Funding Source

Funding is already allocated in the Finance Department annual budget.

Attachments

A Scope of Services

**PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and AMERICAN MAILING SERVICES, a Courier Service, ("Service Provider", collectively, the City and the Service Provider are referred to as ("the Parties").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services;

WHEREAS, the service provided to the City carries minimal insurance risk; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The fees for courier services shall not exceed the prices in "Exhibit B", which is attached hereto. The prices in Exhibit B are effective through June 30, 2021. The total fee for the Project shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00)

The City has designated Rebecca Gillis, Finance Manager, or her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on July 31, 2023 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit C," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall

maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or

representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the

purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement
- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors as follows:

- A. Workers compensation insurance with limits as required by statutory law. Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.
- B. Auto liability insurance with limits as required by statutory law.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this Agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is

complete. Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.

- D. Crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than \$500,000 per occurrence.
- E. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such

assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Name: American Mailing Services
Address: PO Box 684080
City/State/Zip: Park City, UT 84068-4080
Tax ID#: 20-1293171
PC Business License #: B-006211

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

1. The contractor shall execute the assigned pick-ups and deliveries between divisional locations each working day, Monday through Friday, excluding any City holidays.
2. PCMC will provide the contractor money bags and documents in protective envelopes/bags. The contractor shall provide secure transport of all items. The contractor shall not remove any materials from their packaging at any time. The contractor shall keep all contents secure at all times and shall take all necessary precautions to protect against theft, loss, or damage.
3. The contractor shall execute the pick-up from each location no earlier than 8:00 a.m. and shall execute delivery to each location no later than 4:30 p.m. the same day.
4. The contractor shall pick-up all outgoing USPS mail from City Hall no later than 4:30 p.m. the same day. The contractor shall seal envelopes and affix postage, if applicable. Postage should be tracked and billed by department. All mail should be to the local post office no later than the following business day.
5. The contractor may be required to fold and stuff envelopes for larger mailing requirements, i.e., in August/September for business license renewals. PCMC will provide sufficient notice of these large mailings to the contractor. Charges should be tracked and billed by department.
6. The contractor shall sign for all deposits/change orders upon pick-up and delivery. The contractor shall obtain the signature of the banking personnel to verify receipt. The contractor shall then return the signed documents to the Finance office the following business day. Charges should be tracked and billed by department.
7. The contractor shall have crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than \$500,000 per occurrence.
8. The contractor shall provide all equipment, material, and labor necessary to perform the requirements of the contract, including providing and maintaining vehicles necessary to meet the requirements of the courier services. The contractor shall take all action necessary to protect its own and PCMC's furnished materials, supplies, equipment and personal property of its employees from loss, damage, or theft.

9. Contractor's couriers shall be subject to a background check.
10. The contractor shall provide the highest level of professionalism including performance, security, and conduct.
11. The contractor shall manage the total work effort associated with the services and equipment required herein to fully assure timely execution of the requirements.
12. Sufficient staffing levels are necessary to provide uninterrupted, timely, and reliable services to the City. The proposer must submit evidence of staffing available that can meet and be responsive to the daily scheduled services.
13. The contractor shall ensure each mail courier driver employed by the Proposer:
 - a) Possesses a valid and appropriate Utah Driver's license for the type of vehicles being driven.
 - b) Possess and present upon request a copy of current vehicle registration and have valid vehicle insurance coverage within required limits.
14. The contractor shall invoice monthly in arrears. Payment terms are NET30 upon receipt of approved invoice. Contractor shall submit invoices electronically to PCMC's Finance Department or hard copies via USPS to:

Park City Municipal Corporation
Attn: Accounts Payable
PO Box 1480
Park City, Utah 84060

15. The term of the contract will be five (5) years.
16. Upon award of a contract, PCMC may schedule a kick-off meeting.

Place of performance includes the following seven (7) City locations:

1. City Hall (Finance)
445 Marsac Avenue
Park City, UT 84060
2. Police Department
2060 Park Avenue
Park City, UT 84060
3. Golf Course
1541 Thaynes Canyon Drive
Park City, UT 84060

4. Library
1255 Park Avenue
Park City, UT 84060
5. PC MARC (Recreation)
1200 Little Kate Road
Park City, UT 84060
6. Public Works
1053 Ironhorse Drive
Park City, UT 84060
7. Ice Arena
600 Gillmor Way
Park City, UT 84060

United State Post Office location:
450 Main Street
Park City, UT 84060

Zions Bank Branch location:
1100 Snow Creek Drive
Park City, UT 84060

Exhibit B

Courier Services Bid Form

Service Description Summary	Monthly Average	Item Cost	Monthly Cost
Daily Mail Pickup and Delivery (M-F, excluding Holidays)			
City Hall	20		\$ 290.00
Ice Arena	20		145.00
Golf Course	20		145.00
PC MARC (Recreation)	20		290.00
Library/ 2 OLD TOWN PO BOXES	20		340.00
Public Works	20		290.00
Police	20		290.00
Change Orders			
City Hall	2	\$ 6.00	\$ 12.00
Ice Arena	2	8.50	17.00
Golf Course (Seasonal)	1	7.50	7.50
PC MARC (Recreation)	4	7.50	30.00
Library	1	7.50	7.50
Public Works	1	7.50	7.50
Police	1	7.50	7.50
Deposits			
City Hall	15	\$ 10.00	\$ 150.00
Ice Arena*	33		195.00
Golf Course (Seasonal)*	30		
PC MARC (Recreation)*	45		225.00

Library (averages 30 deposits)	30		195.00
Public Works	20		175.00
Police	1		10.00
Affix Postage and Mail			
City Hall	2800		\$ 350.00
Fold & Stuff Envelopes			
City Hall - August/September	3382	240	\$ -
		Total	\$ 3,179.00

Service Description Summary			
Meter outgoing mail daily, take any mail that requires special handling to the office. Track all outgoing postage costs to the 20 separate departments for billing. Prepare an itemized list of all postage costs by department monthly.			
Library has 2 additional PO Boxes in Old Town that is picked up and delivered to the Library Monday-Friday.			
Provide all departments with tri-copy deposit slips and change order slips.			

EXHIBIT “C”

PAYMENT SCHEDULE FOR “EXTRA” WORK

N/A

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Leah Langan

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 18-2018, a Resolution Acknowledging Hugh Daniels' Retirement from Park City Municipal Corporation and Recognizing His Many Contributions in Providing Emergency Management Services and Support to His Fellow Employees and the Park City Community
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Staff Report and Resolution](#)

Subject: Hugh Daniels Retirement
Author: Brooke Moss, HR Manager
Department: Emergency Management
Date: June 20, 2018
Type of Item: Administrative

Summary Recommendation

Enact the resolution honoring the retirement of Hugh Daniels after 11 years of work as the Emergency Manager of Park City Municipal Corporation.

Executive Summary

Elected officials and staff would like to celebrate the retirement of Hugh Daniels as of June 30, 2018. Hired on November 26, 2007, Daniels has worked as the City's Emergency, Safety and Security Manager undertaking a variety of roles and duties to better protect the Park City community from emergencies and disasters. Since then, Daniels has been an irreplaceable teammate with the Police and Special Events departments, as well as with Summit County and regional, State and National Emergency Management Associations. His work to implement the City's safety and security programs, are invaluable to current and future city operations.

Daniels, a Southern California native left the City of Pasadena, CA as the Chief Paramedic and moved to Park City in 1983. A long time small businessman and former PCMC City Council member, started his career in Park City in hospitality where he owned the first year-round local bed and breakfast inn with his wife, Susan Wynne. After several years' work on various local boards and commissions, such as the Chamber Bureau and lodging association, Daniels ran successfully for City Council and served for four years from 1996 to 2000. After Council, Daniels saw an opportunity to fulfill a desperately needed role with PCMC – building from the ground up a preventative and proactive emergency management program to better protect the resident and businesses. He was a key contributor to the City internal training and preventative emergency management and risk programs.

Hugh's wife Susan Wynne has served the City in the Human Resources office since 2004. She is a strong, consistent and valuable contributor to City operations. Susan plans her retirement later this year in October.

On behalf PCMC, we thank Hugh and Susan for their dedication to community and Park City. We wish them well as they pursue new horizons and travel, the ocean breeze and, of course, a content and fulfilling retirement.

Background

- Employee Number 1761 (current new hires are in the 6000's)
- Served City operations in many capacities since 1996.
- Member of the Utah Governor's Emergency Management Administration Council
- Utah Department of Health, Public Health Preparedness Advisory Committee
- USA Treasurer/Executive Committee Member, International Association of

Emergency Managers

- Utah Emergency Management Association, Member of the Year 2009, Board President 2014
- Park City Chamber of Commerce Convention & Visitors Bureau, Board of Directors 1983-1996, Board Chair 1991
- President/General Manager, The Old Miners' Lodge 1983-2004
- Vice President/General Manager, Utah Inns, Rocky Mountain Inns Company

Department Review

Attachments

A Hugh Daniels Retirement Resolution

RESOLUTION ACKNOWLEDGING HUGH DANIELS' RETIREMENT FROM PARK CITY MUNICIPAL CORPORATION AND RECOGNIZING HIS MANY CONTRIBUTIONS IN PROVIDING EMERGENCY MANAGEMENT SERVICES AND SUPPORT TO HIS FELLOW EMPLOYEES AND THE PARK CITY COMMUNITY

WHEREAS, it is with great reluctance that the City accepts the resignation of Hugh Daniels after two dozen years of extraordinary service; and

WHEREAS, Hugh Daniels since 2007 has performed skilled labor and complex duties related to Emergency Management and public safety services; and

WHEREAS, Hugh Daniels worked in a variety of roles and services including as a City Councilor, working on a variety of special event mitigation and safety plans, creating an internal employee safety committee, serving as a representative and expert to the Utah Governor's Emergency Management Administration Council and International Association of Emergency Managers, and contributing to countless publications, conventions and summits as Keynote Speaker and writer.

WHEREAS, Hugh Daniels worked diligently in his daily duties, where he continuously strove for excellence with high standards, humor and passion for protecting the Park City residents and businesses; and

WHEREAS, Hugh Daniels excelled in project work, facility, event, and community safety programs, and was a key contributor to the implementation and success of the City's new safety and risk management program; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby deem it appropriate to acknowledge Hugh Daniels for his diligence and hard work over the past years. His performance at the City indicates continued success in any future endeavor he may choose.

PASSED AND ADOPTED this 26th day of June, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Dave Thacker

Submitting Department: Building

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Open Flame and Fireworks Ban Update with Presentation by Dan Benson, Brianhead Fire Chief

Suggested Action:

Informational

Attachments:

[Open Flame and Firework Ban Staff Report](#)



City Council Staff Report

Subject: Open Flame and Fireworks Ban
Author: Dave Thacker CBO/FCO
Department: Community Development/Building
Date: June 26, 2018
Type of Item: Informational

Executive Summary

The International Fire Code (IFC) as adopted by the State of Utah, gives the Fire Code Official the authority to implement an open flame and burning ban when conditions or local circumstances are such that it poses an increased fire danger to the community. Ordinance No. 2016-36 is an ordinance adopting municipal code title 11, chapter 9, sections 3 and 3.1 where in the City Councils delegation of authority to the Fire Code Official to determine when hazardous environmental conditions exist within Park City necessitating restrictions on ignition sources (see attachment A). This policy outlines the roles, responsibilities and criteria to be used to enact any restrictions under the municipal code sections referenced above.

This year due to the below average precipitation and above average temperatures, along with the forecasted weather data, and fuel moisture content, fire danger is at a higher level than previous years. This coupled with the established wildland fire areas throughout the city create great fire safety concerns for the residents and structures in the area.

Additionally, in an effort to educate the public and learn from previous experiences Chief Dan Benson Fire Chief for Brian Head will be here to give an overview of the Brian Head fire, educate the public, offer suggestions for fire prevention, and answer any questions we may have related to the Brian Head fire. This conversation is in an effort to educate the community about fire danger, particularly related to the currently dry conditions. Further, with several fires currently burning locally staff is working to get the information out quickly.

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Continue an Ordinance Approving the Daly Delight Plat Amendment Located at 180 Daly Avenue and 182 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain

Suggested Action:

Attachments:

[180-182 Daly Avenue Plat Continuation Staff Report](#)

City Council Staff Report

Subject: Daly Delight Plat Amendment
Author: Hannah M. Tyler, Planner
Project Number: PL-18-03838
Date: June 26, 2018
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Daly Delight Plat Amendment located at 180 Daly Avenue and 182 Daly Avenue and continue this item to a date uncertain pending additional submittals by the applicant and further review by staff.

Executive Summary/Proposal

The applicant intends to create a two (2) lot subdivision two platted lots and vacated Anchor Avenue. In addition, a portion of the property will be dedicated to Park City Municipal Corporation as Daly Avenue Right-of-Way. Another portion of the property will be dedicated to Park City Municipal Corporation as Ridge Avenue Right-of-Way.

180 Daly Avenue is a Significant Site and 182 Daly Avenue will be a vacant lot (currently contains a non-historic garage that will be demolished).

On June 13, 2018, the Planning Commission reviewed the proposed Plat Amendment and forwarded a unanimous positive recommendation to City Council.

Description

Applicant: 1055 Norfolk, LLC Series 180 Daly and 1055 Norfolk, LLC series 182 Daly – Represented by Marshall King, Alliance Engineering
Location: 180 and 182 Daly Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Single-Family and Multi-Family
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Alfred Knotts

Submitting Department: Transportation Planning

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 16-2018, a Resolution Adopting Park City's Locally Preferred Alternative for State Route 224

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[SR 224 Staff Report](#)

[SR 224 Resolution](#)

City Council Staff Report



Subject: Resolution Adopting the Locally Preferred Alternative for State Route 224
Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner
Department: Transportation Planning
Date: June 26, 2018
Type of Item: Administrative

Summary Recommendation

Park City transportation planning staff are recommending that Park City adopt a resolution identifying Alternative 2 (Side-Running Bus Rapid Transit (BRT)) as the Locally Preferred Alternative (LPA) for the SR 224 corridor.

Executive Summary

The Valley to Mountain Alternatives Analysis (AA) report evaluated a variety of transit modes and alignments for the SR 224 corridor and the project team is recommending Alternative 2 Side-Running BRT as the LPA (LPA). The report is the result of a 20-month long collaborative process with regional partners functioning as a Project Development Team.

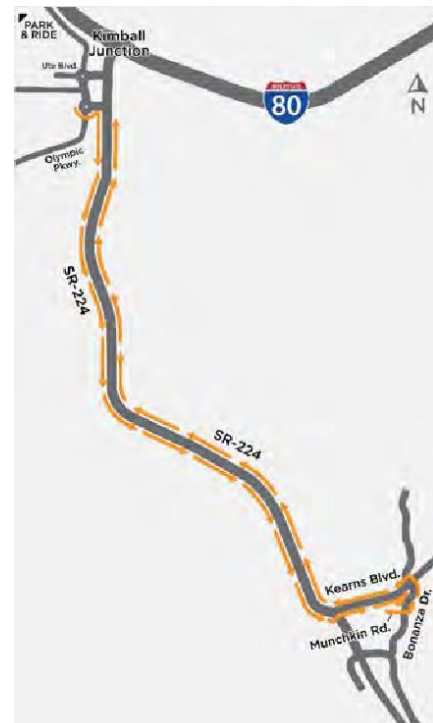
Summit County is also recommending adoption of Alternative 2 as the LPA which is scheduled for action on June 20, 2018. Following adoption Park City and Summit County plan to jointly pursue state and federal funding including funding from the US Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program.

The Problem

The purpose of the project is to increase person-throughput capacity on SR 224 during peak periods while avoiding excessive road widening.

Route 7 and Route 10 buses run in the shoulders of SR 224 in both the northbound and southbound directions for about 2.75 miles during periods of congestion. For the other 3.25 miles of S.R. 224, the buses travel with general purpose traffic. Specific problems with the current operation are:

- Congestion impacts the bus schedule and reliability.
- When the buses are using the shoulders, there's less room for bicyclists, disabled vehicles, emergency vehicles, and construction staging.



- If vehicles pull onto the shoulder for emergency purposes, buses have to maneuver around them.
- Buses must yield to bicyclists using the shoulder.
- Ten-foot-wide shoulders are typical on SR 224, which is nearly the width of most buses, leaving little room for busses to operate.
- Additional physical constraints exist during winter months due to snow removal operations and snow storage

Background

Consistent with Federal Transit Administration (FTA) project development guidance for transit projects, the Valley to Mountain AA evaluated the transit demand, benefits, costs, and preliminary environmental impacts of implementing a transitway on SR 224. The study was jointly led by Park City and Summit County in cooperation, UDOT, UTA, Salt Lake City, and the Wasatch Front Regional Council. A draft of the report is here: <http://www.parkcity.org/departments/transportation-planning/current-projects>

The public process included:

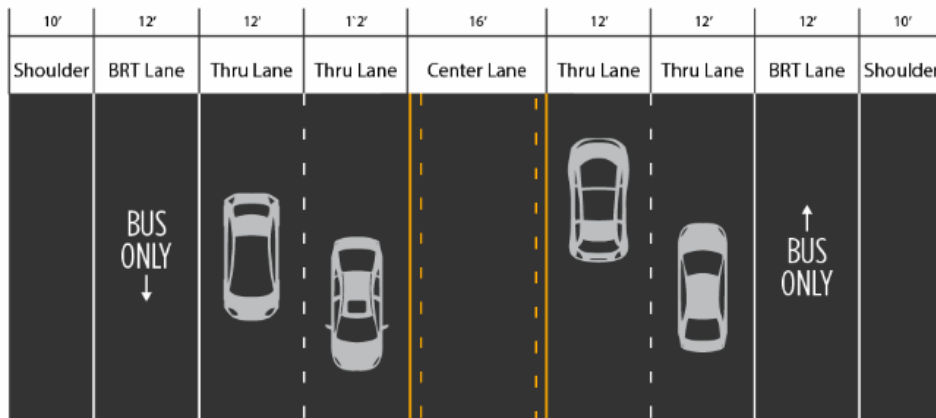
- 4 online public meetings during the alternatives screening process
- an open-house-format public meeting
- a small focus group

Alternatives for City Council to Consider

Recommended Alternative:

Alternative 2: Side-Running BRT would include one exclusive bus lanes in each direction on SR 224, as shown below.

Capital cost: \$52 million in today's dollars



Side Running BRT

Operating cost: approximately \$3 million per year.

This alternative has the following advantages:

- lowest cost per user of all alternatives
- can serve existing and proposed transit centers and park-and-ride lots

- allows flexibility for other high-occupancy vehicles to operate in the bus lanes (such as shuttles, school busses, Salt Lake to Park City UTA service)
- builds on the existing Electric Xpress bus service on SR 224
- improves bus travel times, making buses more competitive with automobiles
- retains similar streetscape to what currently exists
- has the fewest potential environmental impacts of all alternatives
- can likely be constructed with no impacts to structures
- received the most community support
- can be expanded to serve future bus routes and destinations

Other Alternatives Evaluated

- Alternative 1A: Center-Running BRT
- Alternative 1B: Center-Running Streetcar/Light Rail
- Alternative 3A: Side-Running BRT (both lanes on the west side of SR 224)
- Alternative 3B: Side-Running Streetcar/Light Rail (both lanes on the west side of SR 224)

ALTERNATIVES SUMMARY

Alternative	Cost	Preliminary Traffic Effect	Preliminary Environmental Effect
Alternative 1: Center-Running Bus Rapid Transit	\$ \$	 	 
Alternative 1: Center-Running Streetcar or LRT	\$ \$ \$	 	 
Alternative 2: Side Running, Both Bus Rapid Transit	\$		
Alternative 3: Side-Running Bus Rapid Transit	\$ \$	 	 
Alternative 3: Side-Running Streetcar or LRT	\$ \$ \$	 	 

Other alternative modes Considered But Screened Out Early in the Process

- Hybrid/electric bus rapid transit
- Rapid streetcar/light rail transit
- Aerial transit
- Tram
- Gondola
- Automated guideway transit
- Personal rapid transit
- Group rapid transit
- Monorail
- High-speed rail
- Rapid rail transit

Next Steps

1. Request that the project be included in UDOT's Long Range Transportation Plan (in progress)
2. Engage FTA Region 8 Regional Administrator regarding their role lead federal agency for National Environmental Policy Act (NEPA) clearance
3. Submit Application for US Department of Transportation BUILD Grant in partnership with Summit County (in progress, to be submitted July 2018)

4. Begin Final Design and Environmental Clearance (Fall 2018) in partnership with Summit County

Department Review

Transportation Planning, Transit, Legal, and Executive have reviewed this report.

Funding Source

Funding for this effort was provided by the Central Wasatch Commission. Funding for the next phase of the project (Final Design and Environmental Clearance) will be requested at a later date.

Attachments

- A. Park City Resolution No. 16-2018

Resolution No. 16-2018

**RESOLUTION ADOPTING PARK CITY'S LOCALLY PREFERRED ALTERNATIVE
FOR STATE ROUTE 224**

WHEREAS Park City Municipal Corporation has adopted policies to improve alternative modes of transportation including public transit, walking, and biking; and

WHEREAS, transportation is a critical priority for the City Council; and

WHEREAS, the City seeks an effective and efficient use of the limited transportation systems serving Park City's residents, businesses and visitors; and

WHEREAS, it is in the public interest to improve transportation mobility on SR 224 within Park City and its surrounding area; and

WHEREAS, Park City Municipal supported and provided funding for a Valley to Mountain Alternatives Analysis Study in 2017, led by Summit County and conducted by HDR Engineering; and

WHEREAS, a wide range of transit options were evaluated in the Valley to Mountains Alternatives Analysis and the public provided feedback on a range of options; and

WHEREAS, the Valley to Mountain Alternatives Analysis process included many stakeholders and regional partners, including the Utah Department of Transportation (UDOT) who owns, operates, and maintains the SR 224 facility; and

WHEREAS, the Final Valley to Mountain Alternatives Analysis Report Dated May 2018 recommended Side-Running Bus Rapid Transit as the Preferred Alternative; and

WHEREAS, Park City Council and Summit County staff support the recommendations included in the report; and

WHEREAS, Park City desires the Utah Department of Transportation to incorporate Side-Running Bus Rapid Transit into UDOT's Long Range Transportation Plan, State of Utah's Unified Transportation Plan, including the State Transportation Improvement Program.

NOW, THEREFORE BE IT RESOLVED, that the Park City Municipal Corporation of Summit County, Utah hereby adopts Side-Running Bus Rapid Transit as the Locally Preferred Alternative for SR 224.

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PASSED AND ADOPTED this 26th day of June, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Malena Stevens

Submitting Department: Police

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 17-2018, a Resolution Authorizing the Approval of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[MNTF Amendment Staff Report](#)

[Resolution 17-2018 Narcotics Task Force](#)

[Amendment No. 1 to MNTF Interlocal Agreement](#)

City Council Staff Report



Subject: Resolution authorizing the approval of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement

Author: Malena Stevens

Department: Police

Date: 6/26/2018

Type of Item: Legislative

Summary Recommendation

Staff recommends that City Council adopt the Resolution authorizing the approval of Amendment No. 1 to the Metropolitan Narcotics Task Force (MNTF) Interlocal Agreement. This amendment has a proposed term of three years, which will end on June 30, 2021.

Executive Summary

The primary purpose of the MNTF is to enhance cooperation between law enforcement agencies in and around Salt Lake County to collectively work against drug trafficking. Thirteen law enforcement agencies, primarily along the Wasatch front, are currently participating in this agreement including Park City Municipal Corporation. The task force operates in Park City when needed and may handle cases across the state.

The DEA's Assistant Special Agent in Charge for the Salt Lake City District Office and a deputy director are supervisors for the task force operations and administration. An Advisory Board comprised of the Chief Law Enforcement Officer of each participating agency receives reports of task force administration, finances and operations. An Executive Board comprised of seven members from the Advisory Board provides policy oversight and a forum to resolve jurisdictional and operational issues. Park City Police Chief Wade Carpenter is a member of the Executive Board.

The task force is funded through asset forfeitures, grants and restitution funds. If these three revenue sources are insufficient to cover expenses then an assessment schedule will be proposed to divide task force funding needs between participating agencies. Estimating the potential funding request to Park City under a future assessment schedule is difficult because it depends on an unknown level of revenue shortfall in the future, which may not happen. The task force currently has an asset forfeiture fund balance of approximately \$1.5 million.

Agencies participating in the task force continue to pay salary, benefits and provide standard peace officer equipment for their employees working as task force officers. The DEA provides office space for these officers without charge.

The Problem

The participating agencies of the MNTF desire to clarify and amend certain terms of the Agreement to authorize Salt Lake City as the Host Fiscal Agency (HFA) for the Task Force, as well as clarify terms to better perform their respective duties under the Agreement.

Background

- Prior to participating in the MNTF, Park City Police Department participated in BackNET (Wasatch Back Narcotics Enforcement Task Force) from the early 2000's until 2014. Moving police resources from BackNET to the MNTF was a strategic move that has allowed Park City access to additional resources, unavailable through BackNET, to increase drug enforcement.
- The 2014 MNTF Interlocal Agreement does not appear to have received Council approval for implementation and the Recorder's Office does not have an original copy.
- Currently, thirteen law enforcement agencies are participating in this task force and work together to reduce drug trafficking in Utah.
- Murray City has acted as the Host Fiscal Agency (HFA) for the past 20 years and recently requested a different participating agency to take over the fiduciary responsibilities. This responsibility will transfer from Murray City to Salt Lake City on 1 July 2018.
- Salt Lake City Corporation inadvertently omitted Park City Municipal Corporation as a participating agency in Amendment No. 1 to the MNTF Interlocal Agreement, however Park City Municipal Corporation has been and continues to be a participating agency since January 28, 2015 pursuant to affirmation by the Executive Board of the MNTF.
- The MNTF serves as a force multiplier on major incidents like the "Pink" overdose, juvenile death cases and homicide cases, allowing Park City Police to utilize additional resources for case investigation and resolution.

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council adopt the Resolution authorizing the approval of Amendment No. 1 to the MNTF Interlocal Agreement.

Pros

- a. This option enables Park City Municipal Corporation to have continued participation in the MNTF for the next three years.
- b. Continuing to participate in this task force supports the Council priority of citizen wellbeing, which supports an inclusive and healthy community by investigating and taking action on significant drug issues within the community. Without Park City's continued participation there may not be as intense of a focus on Park City's drug cases.
- c. The positive consequences of this alternative is a continued focus on Park City's drug cases, as has been the case for the past three years.

Cons

- a. A negative consequence of this alternative is continuing to devote personnel to this task force that could be devoted to other issues or cases.
- b. This alternative does not negatively impact Council's priorities.

- 2. Null Alternative:** If Park City Council does not adopt the Resolution authorizing the approval of Amendment No. 1 to the MNTF Interlocal Agreement, Park City Municipal Corporation would no longer be able to participate in the MNTF.

Pros

An additional detective would be working on cases on site with Park City Police Department's investigative team.

Cons

Park City Municipal Corporation would no longer have an officer dedicated to drug detection and prevention. Without the resources only available through the MNTF, Park City Municipal Corporation would not have the resources necessary to pursue all of the serious drug cases within the Park City community and other communities that directly affect Park City.

Department Review

Police

Legal

Funding Source

The staff utilized for this task force is currently funded through the annual budget process. If City Council chooses to no longer participate in the MNTF there would be no savings as the staff would simply be reassigned to a new position within the department.

Attachments

- A Resolution Authorizing the Approval of Amendment No. 1 to the MNTF Interlocal Agreement
- B Amendment No. 1 to MNTF Interlocal Agreement with incorporated Exhibits A and B

Resolution No. 17-2018

RESOLUTION AUTHORIZING THE APPROVAL OF AMENDMENT NO. 1 TO THE METROPOLITAN NARCOTICS TASK FORCE INTERLOCAL AGREEMENT

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, Park City Municipal Corporation ("Park City"), Salt Lake City Corporation ("Salt Lake City"), Unified Police Department of Greater Salt Lake ("UPD"), Drug Enforcement Administration ("DEA"), Utah Department of Public Safety ("DPS"), West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, Utah Department of Corrections, Summit County Sheriff's Office and Cottonwood Heights City are members of the Metropolitan Narcotics Task Force ("MNTF"), which was established by a previous interlocal agreement among the members; and

WHEREAS, the MNTF members seek to amend the current MNTF Interlocal Agreement to clarify task force participation; replace Murray City with Salt Lake City as the Host Funding Agency; add clarifying language that the MNTF will comply with federal successor guidelines or audit requirements; add language that clarifies the source of payments and increases federal grant funds that can be used to pay for administrative costs; add language that ensures that any disbandment of the MNTF will comply with applicable laws, regulations, and policies and make minor typographical and clarifying edits;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH, AS FOLLOWS:

1. AMENDMENT. It does hereby approve the execution and delivery of Amendment No. 1 to the Metropolitan Narcotics Task Force Interlocal Agreement.
2. EFFECTIVE DATE. The effective date of the agreement shall be the date it is signed and recorded (where applicable) by all parties to the agreement.

PASSED AND ADOPTED BY THE PARK CITY COUNCIL this 26th day of June, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

City Recorder

Approved as to form:

Tricia S. Lake, Assistant City Attorney

**AMENDMENT NO. 1
TO
METROPOLITAN NARCOTICS TASK FORCE AGREEMENT
SALT LAKE CITY, UTAH**

This AMENDMENT TO METROPOLITAN NARCOTICS TASK FORCE AGREEMENT SALT LAKE CITY, UTAH ("Amendment") is made on the ____ day of _____, 2018, by and between the Drug Enforcement Administration ("DEA"), Salt Lake City Corporation ("Salt Lake City"), Unified Police Department of Greater Salt Lake ("UPD"), Utah Department of Public Safety ("DPS"), West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, the Utah Department of Corrections, Summit County Sheriff Office, and Cottonwoods Heights City, which individually and collectively are sometimes referred to as "Participating Agency" or "Participating Agencies."

RECITALS

A. On June 6, 2014, the Participating Agencies entered into that certain Interlocal Cooperation Agreement ("Agreement"), attached as Exhibit A, for the purpose of working cooperatively to enhance the enforcement of laws against drug trafficking.

B. The Participating Agencies now desire to clarify and amend certain terms of the Agreement to authorize Salt Lake City as the Host Fiscal Agency ("HFA") for the Task Force, as well as clarify terms to better perform their respective duties under the Agreement as provided below. Such amendments are described below and illustrated in Exhibit B, the updated and amended Agreement.

AGREEMENT

NOW, THEREFORE, based upon the mutual terms and conditions contained herein, the Participating Agencies agree as follows.

1. Minor technical edits for clarity are made to the first paragraph and recitals of the Agreement.

2. The first paragraph under Section 1 GENERAL PURPOSE OR MISSION STATEMENT is amended to name Salt Lake City Corporation as the Task Force fiduciary organization. That paragraph is replaced with the following:

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

3. Paragraph (a) of Section 2 TASK FORCE PARTICIPATION is amended to provide the current task force participation. That paragraph is replaced with the following:

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

<u>Agency Law Enforcement Department</u>	<u>Number of Task Force Officers/Agents Currently Provided</u>
Drug Enforcement Administration	24
Salt Lake City Police Department	7
Unified Police Department	6
Utah Department of Public Safety	1
West Valley City Police Department	2
Murray City Police Department	1
Sandy City Police Department	1
Summit County Sheriff Department	0
West Jordan City Police Department	1
South Jordan City Police Department	1
Utah Department of Corrections	0
Cottonwood Heights Police Department	1

4. The first paragraph under Section 4 HOST FUNDING AGENCY removes Murray City as the HFA and replaces it with Salt Lake City, effective July 1, 2018, with a transition process to be effective from January 1, 2018 to June 30, 2018. That paragraph is replaced with the following:

There shall be one Host Funding Agency ("HFA"), which is currently designated as Murray City. As of July 1, 2018, the HFA will become Salt Lake City. The period of January 1, 2018 through June 30, 2018 will serve as a transition period of shifting HFA responsibilities from Murray City to Salt Lake City.

5. Paragraph (a) under Section 4 HOST FUNDING AGENCY is amended to ensure compliance with applicable laws, regulations, or policies. That paragraph is replaced with the following:

Grantee. The HFA is authorized to be, and shall be, the recipient of any grant money awarded and shall receive the funds in trust directly for distribution to the Task Force. The Task Force and the HFA share the responsibility for ensuring that the project described in the application is successfully carried out, including ensuring the funds are expended for only eligible activities in accord with the Federal Guidelines for Equitable Sharing (or successor guidelines), single audit requirements, controlling regulation, policy, and/or statute as applicable. The HFA is not responsible for expenditures of the Task Force above funds provided through Task Force as outlined in Section 8 FINANCE AND OPERATIONS, Paragraph (a) Funding.

6. Paragraph (b) under Section 4 HOST FUNDING AGENCY is amended to replace Murray City with Salt Lake City as the HFA and adds additional language to ensure compliance with any federal successor guidelines or audit requirements. That paragraph is replaced with the following:

Procurement. The Task Force hereby adopts the relevant procurement procedures of the HFA Salt Lake City, and shall consult with the HFA in all procurement matters. The Task Force may consult with HFA employees regarding any interpretation of procurement procedures, but it remains ultimately responsible for properly following the procedures. Any Federal funds expended by MNTF will be accomplished in accord with

the Federal Guidelines for Equitable Sharing (or successor guidelines), single audit requirements, controlling regulation, policy, and/or statute as applicable.

7. Paragraph (b) under Section 8 FINANCE AND OPERATIONS is amended to clarify the source of payments and to increase the amount that can be used from the HIDTA Grant award to pay for administrative costs. That paragraph is replaced with the following:

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

The Deputy Director is authorized to make payments from the federal asset forfeiture and restitution funds and other funding sources when appropriate, as necessary to pay for regularly occurring bills. These bills include, but are not necessarily limited to, the following:

- Vehicle lease
- Communication and surveillance costs, i.e., air cards, modems, cellular service, office internet and phone service
- Fuel cost for unassigned and special purpose vehicles
- Equipment maintenance to include emergency equipment for newly leased vehicles as well as computer and printer repair
- Awards and plaques for outgoing personnel
- Yearly outside audit costs as required by federal and state law
- New task force officer basic supply kits
- Basic office supplies not covered by grant money
- Annual shooting range fees
- Balance of 7% equivalent of the HIDTA Grant award for administrative costs to fiduciary, not to exceed \$30,000 per year.

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

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

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

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

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

8. Paragraph (a) of Section 12 TASK FORCE DISBANDMENT; FORFEITED

ASSET SHARING is amended to ensure compliance with applicable laws, regulations, or policies. That paragraph is replaced with the following:

Disbandment. Upon disbandment of the Task Force, all purchased equipment and unobligated seized assets shall be distributed to the Participating Agencies based upon a formula of said Agencies economic support to the Task Force utilizing personnel costs and financial commitments as allowable in the Federal Guidelines for Equitable Sharing (or successor guidelines) following all single audit requirements, controlling regulation, policy and/or statute as applicable. Personnel costs shall be determined utilizing a standard salary survey of the Participating Agencies.

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

9. Paragraph 18 NO CREATION OF SEPARATE LEGAL ENTITY is amended to reference the correct statutory provision.

[Signature Pages Follow]

EXECUTION

Amendment No. 1 to Metropolitan Narcotics Task Force Agreement.

Agreed this ____ day of _____, 2018 for _____
Municipality

FOR THE STATE OF _____ ATTEST

Chief or Authorized Agency Rep.

Print Name

Recorder

Signature: _____

Print Name: _____

Approved as to legal form and compliance with applicable law.

Agency attorney, if required

Date

Print Name

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

This AGREEMENT, made this 6th day of June, 2014, by and between the following agencies: Drug Enforcement Administration (DEA), Salt Lake City, Unified Police Department of Greater Salt Lake, Utah Department of Public Safety, West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, Department of Corrections, Summit County Sheriff Office, and Cottonwoods Heights City, which, individually and collectively are sometimes referred to as "Participating Agency" or "Participating Agencies." This agreement supersedes the previous "Agreement" dated July 27, 2007.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL PURPOSE OR MISSION STATEMENT.

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

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

2. TASK FORCE PARTICIPATION.

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

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

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

3. TASK FORCE ADMINISTRATION.

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

4. HOST FUNDING AGENCY.

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

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

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

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

5. THE ADVISORY BOARD.

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

6. THE EXECUTIVE BOARD.

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

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

7. TASK FORCE OFFICERS AND AGENTS.

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

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

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

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

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

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

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

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

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

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

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

8. FINANCE AND OPERATIONS.

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

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

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

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

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

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

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

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

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

- (c) Partial Participation. Notwithstanding the inability of any Participating Agency to fully participate financially or with personnel resources, partial participation by any Participating Agency shall entitle that agency to participate in the Task Force, at a reduced level. 86

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

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

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

- (e) No Debt Created. Nothing in this Agreement is intended to bind future governing bodies of any Participating Agency to any level of financial participation.
- (f) Grant Applications. The ASAC and Deputy Director shall be responsible for the preparation of an application for HIDTA and BJA Grant monies, if available, by the deadline imposed for submission of said applications on an annual basis. Said applications shall be submitted to the Commission on Criminal and Juvenile Justice and Rocky Mountain HIDTA for consideration.
- (g) Participating Agency Funding. Matching funds provided by the Task Force Participating Agencies, as approved by their governing bodies and exclusive of DEA, shall be added to those BJA funds granted the Task Force according to BJA regulations.
- (h) HIDTA and BJA Funding: Agency Reimbursements. A combination of HIDTA and BJA funds, including the matching portion, shall be utilized to underwrite the costs of Task Force operations. These funds include, but are not limited to, reimbursement to Participating Agencies for their payments made to Task Force Officers for: overtime; Task Force operational costs; evidence and information purchases; Task Force Officer vehicle leases where appropriate; training; and travel. Overtime costs shall be the Participating Agencies actual overtime costs and shall be reimbursed to the Participating Agency, only after completion and submission of appropriate forms to the Task Force. All overtime shall be verified and approved by the first-line supervisor.
- (i) Record Retention; Audit Cooperation. The Task Force shall permit and have ready for examination and auditing by the DEA, U. S. Department of Justice, the 87 Comptroller General of the United States, and any of their duly authorized agents

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

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

9. PARTICIPATING AGENCY REQUESTS.

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

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

10. TASK FORCE GEOGRAPHICS AND TRAVEL.

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

11. PRESS RELEASES.

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

12. TASK FORCE DISBANDMENT; FORFEITED ASSET SHARING.

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

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

- (b) Alternative Distribution. The Executive Board Chairperson, in conjunction with the DEA ASAC and with a majority concurrence of the Executive Board, may decide to distribute funds from the Asset Account to Participating Agencies, 89

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

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

13. COMPLIANCE WITH FEDERAL ADMINISTRATIVE REGULATIONS.

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

14. TERM OF AGREEMENT

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

15. INSURANCE.

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

16. IMMUNITY ACT DEFENSES.

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

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

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

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

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

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

18. NO CREATION OF SEPARATE LEGAL ENTITY.

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

19. SEVERABILITY OF PROVISIONS.

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

20. THIRD-PARTIES.

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

21. TITLES AND CAPTIONS.

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

22. NON ASSIGNABILITY.

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

23. NOTICES.

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

24. ADDITION OF PARTICIPATING AGENCIES.

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

25. EXECUTION.

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

26. WITHDRAWAL.

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

27. AGREEMENT SUPERCEDES PREVIOUS AGREEMENTS.

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

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

28. CONCLUSION.

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

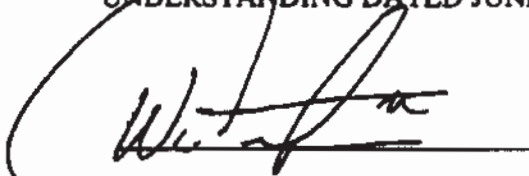
ADDENDUM TO MEMORANDUM OF AGREEMENT
AFFIRMING NEW MNTF AGENCY
EXECUTION

Metropolitan Narcotics Task Force Agreement.

ON JANUARY 26, 2015, THE EXECUTIVE BOARD OF THE MNTF AFFIRMED THAT THE PARK CITY POLICE DEPARTMENT WILL BE A PARTICIPATING AGENCY OF THE MNTF.

Agreed this 28th day of January, 2015 for Park City Police Department.

IN SIGNING THIS DOCUMENT, I ATTEST THE AGENCY, AND OR ENTITY THAT I REPRESENT, AGREES TO THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING DATED JUNE 4, 2014.



1/28/15

Park City Police Department

(Chief or Authorized Agency Rep.)

On behalf of, City and or Agency

Recorder
Signature: _____

Print Name: _____

Approved as to legal form and compliance with applicable law.

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

This AGREEMENT, made this ___ day of _____ 20___, by and between the following agencies: Drug Enforcement Administration (DEA), Salt Lake City Corporation, Unified Police Department of Greater Salt Lake, Utah Department of Public Safety, West Valley City, Murray City, Sandy City, West Jordan City, South Jordan City, Department of Corrections, Summit County Sherriff's Office, and Cottonwood Heights City, which individually and collectively are sometimes referred to as "Participating Agency" or "Participating Agencies." This agreement supersedes the previous "Agreement" dated June 6, 2014.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

1. GENERAL PURPOSE OR MISSION STATEMENT.

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

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

2. TASK FORCE PARTICIPATION.

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

<u>Agency Law Enforcement Department</u>	<u>Number of Task Force Officers/Agents Currently Provided:</u>
Drug Enforcement Administration	24
Salt Lake City Police Department	7
Unified Police Department	6
Utah Department of Public Safety	1
West Valley City Police Department	2
Murray City Police Department	1
Sandy City Police Department	1
Summit County Sheriff	0
West Jordan City Police Department	1
South Jordan City Police Department	1
Utah Department of Corrections	0
Cottonwood Heights Police Department	1

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

3. TASK FORCE ADMINISTRATION.

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

4. HOST FUNDING AGENCY.

There shall be one Host Funding Agency (HFA), which is currently designated as Murray City. As of July 1, 2018, the HFA will become Salt Lake City. The period of January 1, 2018 through June 30, 2018 will serve as a transition period of shifting HFA responsibilities from Murray City to Salt Lake City. The Executive Board may designate an HFA only at the beginning of a fiscal year. The HFA shall be one of the Participating Agencies and shall provide the following ministerial functions:

- (a) Grantee. The HFA is authorized to be, and shall be, the recipient of any grant money awarded and shall receive the funds in trust directly for distribution to the Task Force. The Task Force and the HFA share the responsibility for ensuring that the project described in the application is successfully carried out, including ensuring the funds expended are expended for only eligible activities in accord with the Federal Guidelines for Equitable Sharing (or successor guidelines), single audit requirements, controlling regulation, policy, and/or statute as applicable. The HFA is not responsible for expenditures of the Task Force above funds provided through Task Force as outlined in Section 8 FINANCE AND OPERATIONS, Paragraph (a) Funding.
- (b) Procurement. The Task Force hereby adopts the relevant procurement procedures of the HFA Salt Lake City Corporation, and shall consult with the HFA in all procurement matters. The

Task Force may consult with HFA employees regarding any interpretation of procurement procedures, but it remains ultimately responsible for properly following the procedures. Any Federal funds expended by MNTF will be accomplished in accord with the Federal Guidelines for Equitable Sharing (or successor guidelines), single audit requirements, controlling regulation, policy, and/or statute as applicable.

- (c) Fiscal Issues. The HFA shall accept all funds, whether from grant monies, forfeited cash, or other sources and is responsible for fiscal accountability and required financial reporting.
- (d) Personnel. The personnel policies of each Participating Agency shall be applied to the administration and conduct of their assigned personnel. Each Participating Agency understands that their personnel shall follow the direction and supervision of superior Task Force personnel and that policies of general application to all employees assigned to the Task Force will apply. In the absence of a specific personnel policy or procedure addressing a particular question or issue, the policies and procedures of the HFA will be consulted for guidance. DEA policies and procedures will apply to its assigned personnel.
- (e) Reimbursement. The HFA shall be entitled to reimbursement of expenses annually to offset reasonable expenses incurred. This reoccurring expense will be authorized by the Executive Board and annual payment will be approved in accordance with Section 8 of this agreement.

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

5. THE ADVISORY BOARD.

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

6. THE EXECUTIVE BOARD.

- (a) Permanent Members. The Board shall consist of five permanent members: the ASAC, the Chief of the Salt Lake City Police Department, the Sheriff of the Unified Police Department of Greater Salt Lake, the Director of the Utah Department of Public Safety, and the Chief Law Enforcement Officer of the HFA of the Task Force.
- (b) Elected Members. Two additional members of the Executive Board shall be selected from the Advisory Board by a majority vote of the Executive Board. Those two members, who shall be the Chief Law Enforcement Officers of Participating Agencies, shall serve on the Executive Board for a two-year period, at which time they shall be replaced by two other members selected by and from the Advisory Board; however, a member whose term has expired may be re-appointed by a 2/3 majority vote of the Advisory Board.
- (c) Duty to Represent Agency. Each Executive Board member is also the primary representative

of his or her Department on the Advisory Board.

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

7. TASK FORCE OFFICERS AND AGENTS.

- (a) Deputized by DEA. In accord with DEA policy and procedures, officers of each Participating Agency assigned to the Task Force may be deputized by the DEA as TFO's, pursuant to Title 21, United States Code, Section 878. Law Enforcement officers of participating Federal law enforcement agencies shall be cross-designated by DEA to undertake Title 21 investigations, operating under the supervision of the DEA.
- (b) Federal Employee Duties/Obligations. The Participating Agencies acknowledge and understand that when an official or officer of a Participating Agency is deputized as a Federal law enforcement employee under Title 21, he or she becomes a Federal employee for certain purposes as provided in 21 USC § 878, 5 USC 3374 (c) or successor provisions. In particular, a deputized official or officer is covered by the Federal Tort Claims Act (FTCA), 28 USC §§ 2671-2680 or successor provisions. Under the FTCA, the United States of America may be liable for the negligent actions or inactions of an employee acting within the scope of their Federal employment, including their operation of motor vehicles or their conduct of operational or investigative activities in accord with established agency policies or procedures.
- (c) Duty Assignments; Agent Removal. The ASAC has authority to assign and reassign personnel,

as he or she feels necessary, including Task Force Officers and Special Agents to the various divisions of the Task Force. However, the officers assigned to the Task Force may be removed from the Task Force by their Participating Agency at its exclusive discretion; however, removal can also occur at the request of the ASAC after consultation with the Participating Agency, due to difficulties in the officer's performance or issues with the officer's conduct. Any officer removed should be replaced by another experienced officer within thirty (30) calendar days.

- (d) Duty Assignments. Assigned officers are to report daily to the Task Force facility to which they are assigned. Any exceptions should be reported to and arranged with the approval of the first-line supervisor. Agencies also recognize that each Task Force Officer or Special Agent is assigned to the Task Force on a full-time basis with all direct supervisory authority being undertaken by the Task Force supervisory organization and chain of command. Therefore, any request by Participating Agencies or Federal agents for the temporary return of a Task Force deputized officer for a special operation or special limited assignment shall be directed to and coordinated with the second-line Task Force supervisors.
- (e) DEA Policy/Procedures Applicable. All officers assigned to the Task Force shall adhere to DEA enforcement policies and operational procedures together with those established by the Executive Board. They shall also utilize the DEA reporting and record keeping systems, as determined by the ASAC. This policy insures the ability of the Task Force to elect prosecution in either state or Federal courts, as determined by the Task Force in consultation with the prosecuting attorney. Failure to adhere to these policies and procedures shall be grounds for dismissal from the Task Force. Each officer assigned shall also be subject to their individual Department's rules and regulations, to the extent that they are not inconsistent with DEA policy or procedure.
- (f) Training Disciplinary Action. All Task Force officers assigned shall be trained in applicable policies and procedures by the DEA. However, each Participating Agency assigning personnel to the Task Force retains the right to investigate and independently undertake disciplinary action regarding its own officers. The Task Force and other Participating Agencies shall render full and complete cooperation in resolving each such investigation.
- (g) Vacation/Leave Time/Travel. Task Force Officers shall submit applications for leave to their first-line Task Force supervisor, including request for annual leave, sick leave, compensatory leave, or other types of leave. The first-line supervisor shall approve leave when reasonable and compatible with the service needs of the Task Force. Copies of Task Force leave records shall be maintained at the Task Force for review by the Participating Agencies of Task Force Officers.

All out-of-town travel for Task Force Officers on official Task Force business shall be coordinated and approved by the first and second-line supervisors. The leave of second-line supervisors shall be approved by the ASAC.
- (h) Weapons Policy. Task Force Officers shall not routinely carry DEA weapons; however, they may do so when a DEA weapon is issued to a TFO, after confirmation and verification that the TFO is qualified to handle that weapon. All Task Force Officers shall be certified as proficient with their Participating Agency and assigned firearm according to the policies of their Participating Agency. Task Force Officers shall also qualify on the firearms range

with their DEA counterparts at times to be determined by the ASAC.

- (i) Compensation. Each Participating Agency shall continue to be responsible for establishing and paying the base salary and benefits of their personnel assigned to the Task Force. Participating Agencies in the Task Force are eligible to receive reimbursement of overtime expenses for their Task Force Officers from DEA and/or from grant monies. The amount of reimbursement shall be governed by existing policies and guidelines.

8. FINANCE AND OPERATIONS.

- (a) Funding. Funding for the operation of the Task Force will primarily come from four separate and unequal sources, namely: 1) grant monies from the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA); 2) grant monies from the Bureau of Justice Assistance (BJA); 3) Participating Agencies in the Task Force, and 4) DEA, consistent with then applicable policy and procedures. When appropriate, other funding sources will also be sought.
- (b) Spending Authorization. In response to recommendations made in the May 12, 2014 audit of the Metro Narcotics Task Force asset forfeiture funds from the Department of Justice, Office of Inspector General, Asset Forfeiture and Money Laundering Section this document will serve as a spending authority for non-grant funded task force related expenses.

The Deputy Director is authorized to make payments from the federal asset forfeiture and restitution funds and other funding sources when appropriate, as necessary to pay for regularly occurring bills. These bills include, but are not necessarily limited to, the following:

- Vehicle lease
- Communication and surveillance costs, i.e., air cards, modems, cellular service, office internet and phone service
- Fuel cost for unassigned and special purpose vehicles
- Equipment maintenance to include emergency equipment for newly leased vehicles as well as computer and printer repair
- Awards and plaques for outgoing personnel
- Yearly outside audit costs as required by federal and state law
- New task force officer basic supply kits
- Basic office supplies not covered by grant money
- Annual shooting range fees
- Balance of 7% equivalent of the HIDTA Grant award for administrative costs to fiduciary, not to exceed \$30,000 per year.

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

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

- Small equipment purchases not to exceed \$3,500.00 per purchase

- Confidential funds for case related undercover buys
- Overtime which is strictly case related when grant money is expended
- Travel which is strictly case related when grant money is expended

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

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

- (c) Partial Participation. Notwithstanding the inability of any Participating Agency to fully participate financially or with personnel resources, partial participation by any Participating Agency shall entitle that agency to participate in the Task Force, at a reduced level.
- (d) Budgeting: Agency Funding Assessments. Budgetary matters, including grant applications, shall be discussed in advance with the Chairperson, who will present such matters to the Executive Board and/or Advisory Board. By the 15th of February each calendar year, the ASAC and Deputy Director shall prepare a proposed budget for Task Force funding for the next fiscal year (July 1- June 30).

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

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

- (e) No Debt Created. Nothing in this Agreement is intended to bind future governing bodies of any Participating Agency to any level of financial participation.
- (f) Grant Applications. The ASAC and Deputy Director shall be responsible for the preparation of an application for HIDTA and BJA Grant monies, if available, by the deadline imposed for submission of said applications on an annual basis. Said applications shall be submitted to the Commission on Criminal and Juvenile Justice and Rocky Mountain HIDTA for consideration.
- (g) Participating Agency Funding. Matching funds provided by the Task Force Participating Agencies, as approved by their governing bodies and exclusive of DEA, shall be added to those BJA funds granted the Task Force according to BJA regulations.
- (h) HIDTA and BJA Funding: Agency Reimbursements. A combination of HIDTA and BJA funds, including the matching portion, shall be utilized to underwrite the costs of Task Force operations. These funds include, but are not limited to, reimbursement to Participating

Agencies for their payments made to Task Force Officers for: overtime; Task Force operational costs; evidence and information purchases; Task Force Officer vehicle leases where appropriate; training; and travel. Overtime costs shall be the Participating Agencies' actual overtime costs and shall be reimbursed to the Participating Agency, only after completion and submission of appropriate forms to the Task Force. All overtime shall be verified and approved by the first-line supervisor.

- (i) Record Retention; Audit Cooperation. The Task Force shall permit and have ready for examination and auditing by the DEA, U.S. Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents (including representatives from HIDTA and the Bureau of Justice Assistance and those administering that program for the State of Utah), any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. The Task Force shall maintain all such reports and records until all audits and examinations are completed or resolved, and as defined by State and Local laws.
- (j) No Reimbursement for Indirect Costs. In no event shall the Task Force Participating Agencies charge any indirect cost rate to DEA for the administration or implementation of this Agreement.
- (k) DEA to Provide Office Space; Rental of Additional Space. Provided space is available, DEA shall provide office space within the existing DEA office, without charge to the Task Force or Task Force Officers, supervisors and support staff. Additional office space may be rented, with the approval of the Executive Board using grant monies, if available and as appropriate. Any increase in support services, such as (but not limited to) alarm, security, and telephone systems may be paid for with grant monies or local funds.
- (l) Procurement Policies. The Task Force may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Executive Board, including legal and accounting services.
- (m) Radio Communication. DEA shall provide DEA radio communications equipment to the Task Force Officers sufficient to accomplish their mission. Participating Agencies shall provide local law enforcement radio communications equipment for their Task Force officer(s). The Task Force may provide local law enforcement radio communications for those Task Force personnel whose Participating Agency cannot provide such equipment.
- (n) Duty of Participating Agency to Provide Equipment. Each Participating Agency shall provide its Task Force Officer Representative with the basic equipment necessary to carry out the responsibilities performed by its employees.
- (o) Task Force Duty to Provide Transportation; Agency Duties. The Task Force, utilizing grant monies or local funding, shall provide automobiles for the Task Force Officers assigned to the Task Force. Gasoline, insurance coverage, maintenance and repairs shall be underwritten by the Task Force Officer's Participating Agency, utilizing that agency's funds.

- (p) Reports; Evidence Procedures. Protocols for Task Force report writing, drug and non-drug evidence handling procedures, investigative techniques, financial expenditures, property procurement, and administrative support actions shall be under the direction of the ASAC.

9. PARTICIPATING AGENCY REQUESTS.

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

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

10. TASK FORCE GEOGRAPHICS AND TRAVEL.

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

11. PRESS RELEASES.

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

12. TASK FORCE DISBANDMENT; FORFEITED ASSET SHARING.

- (a) Disbandment. Upon disbandment of the Task Force, all purchased equipment and unobligated seized assets shall be distributed to the Participating Agencies based upon a formula of said Agencies economic support to the Task Force, utilizing personnel costs and financial commitments as allowable in the Federal Guidelines for Equitable Sharing (or successor guidelines) following all single audit requirements, controlling regulation, policy and/or statute as applicable. Personnel costs shall be determined utilizing a standard salary survey of the Participating Agencies.

Assets seized as a result of Task Force investigations with other agencies shall be shared equitably among the Task Force and the other agencies involved in the investigation, pursuant to the Attorney General's Guidelines on Seized and Forfeited Property.

in effect as of the date of distribution. Any Task Force investigation, resulting in Federal forfeiture of traffickers' assets, the ASAC shall recommend in the DAG Form 72, "Application for Transfer of Federally forfeited property," or its successor form, an appropriate percentage of sharing to be directed to the Task Force Asset Fund, under the control of the Host Funding Agency for the Task Force.

- (b) **Alternative Distribution.** The Executive Board Chairperson, in conjunction with the DEA ASAC and with a majority concurrence of the Executive Board, may decide to distribute

quired. All parties to this Agreement acknowledge, however, that the assets forfeited under Federal law, is within the discretionary authority of the Department of Justice.

(c) DOJ Approval/Re-disposition of assets
United States Department of Justice

13. FEDERAL ADMINISTRATIVE REGULATIONS.

13. COMPLIANCE WITH

ion. The Participating Agencies shall comply with all requirements or pursuant to the regulations of the Department of Justice (28 CFR Parts C, D and G), relating to discrimination on the basis of race, color, age or national origin and equal employment opportunities.

(c) No Discrimination imposed by 42, Subpart 42, creed, sex,

of Drug Free Work Place. The Participating Agencies shall agree to return to DEA OW Form 4061/3, "Certification Regarding Drug-Free Requirements." The Participating Agencies shall also submit a signed 406 1/3, "Certification Regarding Disbarment, Suspension, and , " and other responsibility matters.

(b) Verification Workplace OIP Form Suspension

14. TERM OF AGREEMENT

14. TERM OF AGREEMENT

agreement shall be from the date of signature by representatives of 2021. Participation in this Agreement may be terminated by any thirty (30) calendar days advanced written notice to the remaining; further, this Agreement may be terminated by the DEA or by a majority vote of the Executive Board and upon thirty (30) calendar days advanced written notice to the Participating Agencies.

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

15. INSURANCE.

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

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

16. IMMUNITY ACT DEFENSES.

The Participating Agencies are governmental entities as set forth in the Utah Governmental Immunity Act, or its successor provisions, and/or covered by the FTCA, as discussed in Paragraph 7(b). It is mutually agreed that the Participating Agencies are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees, except as may be covered by the FTCA as discussed in paragraph 7(b) above. The Participating Agencies do not waive any defenses otherwise available under the State or Federal law, nor does any Participating Agency waive any limits of liability provided by law. Any immunity and damage caps are expressly preserved and retained.

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

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

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

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

18. NO CREATION OF SEPARATE LEGAL ENTITY.

No interlocal entity, as defined in Utah Code § 11-13-203, is created by the terms of this agreement.

19. SEVERABILITY OF PROVISIONS.

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

20. THIRD-PARTIES.

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

21. TITLES AND CAPTIONS.

The titles and captions of this Agreement are for convenience only and in no way define.

limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY.

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

23. NOTICES.

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

24. ADDITION OF PARTICIPATING AGENCIES.

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

25. EXECUTION.

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

26. WITHDRAWAL.

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

27. AGREEMENT SUPERCEDES PREVIOUS AGREEMENTS.

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

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

28. CONCLUSION.

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

Council Agenda Item Report

Meeting Date: June 26, 2018

Submitted by: Polly Samuels McLean

Submitting Department: Legal

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Re-Adopt Ordinance 2018-28, an Ordinance Amending (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2 City Council; and (IV) Title 2 Disaster Response and Recovery Act
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Code Amendments Staff Report](#)

[Ordinance and Code Amendments](#)



City Council Staff Report

Subject: Re-Adopt (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2 City Council; and (IV) Title 2 Disaster Response and Recovery Act amendments
Author: Polly Samuels McLean
Department: Legal
Date: June 26, 2018
Type of Item: Legislative—Amendments to MCPC

Summary Recommendations:

Staff requests the City Council open a public hearing and re-adopt the amendments to the Municipal Code of Park City that were approved and adopted on May 31, 2018.

Executive Summary:

Staff recommends that Council re-adopt the amendments to the Municipal Code of Park City Title 5, GRAMA; Title 2 Administration; and Title 2 Disaster Response and Recovery Act that City Council approved and [adopted on May 31, 2018](#), because a portion of the ordinance was omitted at the time of approval which is included as Exhibit 1 attached herein.

Acronyms in this Report

GRAMA – Government Records Access and Management Act
MCPC – Municipal Code of Park City

The Problem: Staff recommends Council consider re-adopting the Municipal Code of Park City amendments that were approved by Council on May 31, 2018, so that the approve and adopted amendments are complete and the Municipal Code aligns with legislative amendments to the Utah Code and comports with a United States Supreme Court holding.

Alternatives:

A. Recommended Alternative:

Approve and re-adopt the amendments to the Municipal Code of Park City.

B. Deny:

Deny the amendments to the Municipal Code of Park City and the Code will remain in its current state.

C. Modify:

Approve the amendments to the Municipal Code of Park City with modifications.

D. Continue the Item:

Continue the item to a later date to further consider updates to the Municipal Code of Park City.

E. Do Nothing:
Same as Subsection (B), Deny.

Department Review:

The proposed Municipal Code of Park City amendments have been reviewed by the Legal and Executive Departments.

Summary Recommendation:

Staff recommends that Council open a public hearing, review the proposed Municipal Code of Park City amendments, and approve and re-adopt Ordinance 2018-XX, Exhibit 1, amending Title 5, GRAMA, as shown in Exhibit A; Title 3, Ethics, as shown in Exhibit B; and Title 2, Administration, as shown in Exhibit C.

Exhibits

Exhibit 1 – Draft Ordinance
Exhibit A – Title 5, GRAMA
Exhibit B – Title 3, Ethics
Exhibit C – Title 2, Administration

Exhibit 1 – Draft Ordinance

Ordinance No. 2018-28

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY TITLE 2, ADMINISTRATION; TITLE 3, ETHICS; AND TITLE 5, GRAMA

WHEREAS, the Government Records Access and Management Act (GRAMA) embodied in Utah Code § 63G, Chapter 2, requires governmental entities within the state of Utah to provide the public with access to records unless there is a public interest in restricting access; and

WHEREAS, Park City adopted Ordinance 92-15 establishing a government records access and management program and codified the program as Title 5 of the Municipal Code of Park City; and

WHEREAS, Title 5 of the Municipal Code of Park City is at times redundant with the Utah Code GRAMA provisions; and

WHEREAS, the Utah Legislature amended GRAMA regarding member qualifications for the City's GRAMA Appeal Board; and

WHEREAS, the City Council of Park City, Utah, would like to remove sections of GRAMA that are redundant with the Utah Code and to update Title 5 with recent legislative amendments; and

WHEREAS, the City Council of Park City, Utah, has a desire to maintain the highest level of ethics among City officers, elected and appointed, and City employees; and

WHEREAS, City officers, elected and appointed, and City employees may be in positions to take actions, award contracts, and have other business dealings with the public that individuals or corporations may wish or attempt to influence; and

WHEREAS, City officers, elected and appointed, and employees must take actions and engage in business dealings with the public without improper influence or the appearance of improper influence; and

WHEREAS, the City Council would like to amend the Municipal Code of Park City Title 3, Ethics, in order to update the definition of "official action," clarify prohibition on gifts and use of office for public benefit, and clarify language regarding public contracts; and

WHEREAS, Park City enacted Ordinance No. 09-24 to establish the City Council pursuant to Utah Code § 10-3b-101 et seq., vesting the powers of City government in a City Council of six (6) Council members, one of which is the Mayor; and

WHEREAS, the Municipal Code of Park City Title 2, Administration, Chapter 3, City Council Procedure, establishes City Council voting; and

WHEREAS, the Utah Legislature amended Utah Code § 10-3-507 to establish minimum voting requirements of the City Council in order for the City Council to pass any ordinance or resolution, or to take any action; and

WHEREAS, the City Council would like to amend the Municipal Code of Park City § 2-3-8, Voting, and § 2-3-9, Procedure For Ordinance Enactment, in order to align with state law; and

WHEREAS, the Utah Legislature enacted the Disaster Response and Recovery Act, which became effective as in 1981; and

WHEREAS, the Utah Legislature renumbered the Disaster Response and Recovery Act, which became effective as in 2013; and

WHEREAS, Park City adopted Ordinance No. 09-24 establishing City Administration Powers and Duties to take emergency related actions authorized under the Utah Disaster Response and Recovery Act as Title 2, Chapter 4, Section 3, Subsection (L) of the Municipal Code of Park City, Utah; and

WHEREAS, Park City last amended Title 2 in 2009 and the current Municipal Code of Park City cites the former Disaster Response and Recovery Act citation; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah, for the City Council to amend the Municipal Code of Park City to be consistent with state law; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on May 31, 2018 and June 26, 2018.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah, as follows:

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 5, GRAMA. The recitals above are incorporated herein as findings of fact. Title 5 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 3, ETHICS. The recitals above are incorporated herein as findings of fact. Title 3 of the Municipal Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 2, ADMINISTRATION. The recitals above are incorporated herein as findings of fact. Title 2 of the Municipal Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 26th day of June, 2018

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney

EXHIBITS

Exhibit A – Title 5, GRAMA

Exhibit B – Title 3, Ethics

Exhibit C – Title 2, Administration

EXHIBIT A

5 Government Records Access And Management Act (GRAMA)

- 5-1 In General
- 5-2 Appeals
- ~~5-2 Public Records And Their Disclosure~~
- ~~5-3 Non Public Records And Their Disclosure~~
- ~~5-4 Procedures For Access~~
- ~~5-5 Appeals~~
- ~~5-6 Records Retention Schedules~~
- ~~5-7 Rights Of Individuals On Whom Data Is Maintained~~
- ~~5-8 Fees~~
- ~~5-9 Criminal Penalties~~

5-1 In General

- 5-1-1 Short Title In General
- 5-1-2 Purpose And Intent
- 5-1-3 Definitions Adoption Of Records Retention Schedules
- 5-1-4 Records Classification And Designation Reasonable Fees To Be Set By Resolution

5-1-1 Short Title In General

The Government Records Access and Management Act (GRAMA), as adopted by the State of Utah and delineated in Utah Code Ann. § 63G-2-101 et seq. as amended, excepting Part 4 Appeals (§§ 63G-2-400.5 – 63 G-2-406), applies to all GRAMA requests for access to City records.

This Title is known as the "Park City Government Records Access and Management Act".

5-1-2 Purpose And Intent

~~In enacting this act,~~ The City recognizes two fundamental constitutional rights: the right of privacy in relation to personal data gathered by the City; and the public's right of access to information concerning the conduct of the public's business. The City also recognizes a public policy interest in restricting access to certain records, as specified in this—Title GRAMA for the public good.

It is the intent of the City to:

- A. Establish fair and efficient management practices for City records.
- B. Promote the public's right of easy and reasonable access to unrestricted public records.
- C. Permit confidential treatment of records only as provided in ~~this Title~~ GRAMA.
- D. Provide guidelines for both disclosure and restrictions on access to City records, based on the equitable weighing of the pertinent interests and which are consistent with the nationwide standards.

- E. Favor public access when in the application of this Title GRAMA countervailing interests are of equal weight.

5-1-3 Definitions Adoption Of Records Retention Schedules

The City shall adopt by Resolution retention schedules for each record series pursuant to the Utah Municipal General Records Retention Schedule, prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with amendments and exclusions as necessary.

- A. AUDIT. A systematic examination of financial and related records for the purpose of determining the fair presentation of financial statements, adequacy of internal controls, or compliance with laws or regulations; or, a systematic examination of program procedures and operations for the purpose of determining their effectiveness, economy, efficiency, and compliance with statutes and regulations.
- B. CHRONOLOGICAL LOGS. Regular and customary summary of records of law enforcement agencies and other public safety agencies that show the time and general nature of police, fire, and paramedic calls made to the agency and any arrests or jail bookings made by the agency.
- C. CLASSIFICATION, CLASSIFY AND THEIR DERIVATIVE FORMS. Determining whether a record series, record, or information within a record is public, private, controlled, or protected, or exempt from disclosure under U.C.A. Section 63G-2-201(3)(B).
- D. COMPUTER PROGRAM. A series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation and source material that explain how to operate the computer program. Computer program does not mean the original data, including numbers, text, voice, graphics, and images; analysis, compilation, and other manipulated forms of the original data produced by the use of the program; or the mathematical or statistical formulas, excluding the underlying mathematical algorithms contained in the program, that would be used if the manipulated forms of the original data were to be produced manually.
- E. CONTRACTOR. Any person who contracts with a governmental entity to provide goods or services directly to the City; or any private, nonprofit organization that receives funds from the City. Contractor does not mean a private provider.
- F. CONTROLLED RECORD. A record containing data on individuals that is controlled as provided in Section 5-3-5 of this Title.
- G. DESIGNATION, DESIGNATE, AND THEIR DERIVATIVE FORMS. Indicating, based on the City's familiarity with a record series or based on the City's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.
- H. GROSS COMPENSATION. Every form of enumeration payable for a given period to an individual for services provided including salaries, commissions, vacation pay, severance pay, bonuses, and any board, rent, housing, lodging, payments in kind, and any similar benefit received from the individual's employer.

I. ~~**INDIVIDUAL.**~~ A human being.

J. ~~**INITIAL CONTACT REPORT.**~~ An initial written or recorded report, however titled, prepared by peace officers, engaged in public patrol or response duties describing official actions initially taken in response to either a public complaint about or the apparent discovery of an apparent violation of the law, which report may describe:

1. ~~the date, time, location, and nature of the complaint, the incident or offense;~~
2. ~~names of victims;~~
3. ~~the nature or general scope of the agency's initial actions in response to the incident;~~
4. ~~the general nature of any injuries or estimate of any damages sustained in the incident;~~
5. ~~the name, address, and other identifying information about any person arrested or charged in connection with the incident;~~
6. ~~the identity of the public safety personnel (except undercover personnel) or prosecuting attorney involved in responding to the initial incident.~~

K. ~~**PERSON.**~~ Any individual, nonprofit or profit corporation, partnership, sole proprietorship, or other type of business organization.

L. ~~**PRIVATE RECORD.**~~ A record containing data on individuals that is private as provided by Section 5-3-3 of this Title.

M. ~~**PRIVATE PROVIDER.**~~ Any person who contracts with the City to provide services directly to the public.

N. ~~**PROTECTED RECORD.**~~ A record that is classified as protected as provided by Section 5-3-7 of this Title.

O. ~~**PUBLIC RECORD.**~~ Any record that is not private, controlled, or protected and that is not exempt from disclosure as provided in Section 5-3-1 of this Title.

P. ~~**RECORD.**~~ All books, letters, documents, papers, maps, plans, photographs, films, cards, tapes recording or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the City. Record does not mean:

1. ~~temporary drafts or similar materials prepared for the originator's own use or for the use of an individual for whom the originator is working;~~
2. ~~materials that are legally owned by an individual in her or his private capacity;~~
3. ~~materials to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by the City;~~
4. ~~proprietary software~~
5. ~~junk mail or other commercial publications received by the City or an official or an employee of the City;~~

- ~~6. books and other materials that are catalogued, indexed, or inventoried and contained in the collections of libraries open to the public, regardless of physical form or characteristics of the material;~~
 - ~~7. daily calendars and other personal notes prepared for the personal use of the originator or for the personal use of an individual for whom she or he is working; or~~
 - ~~8. computer programs that are purchased or developed by the City for its own use;~~
 - ~~9. notes or internal memoranda prepared as part of the deliberative process by a member of the judiciary, an administrative law judge, a member of the Board of Pardons, or member of any other body charged with performing a quasi-judicial function.~~
- ~~Q. **RECORD SERIES.** A group of records that may be treated as a unit for purposes of designation, description, management or disposition.~~
- ~~R. **STATE ARCHIVES.** The Division of Archives and Records Service created in U.C.A. Section 63G-12-101.~~
- ~~S. **SUMMARY DATA.** Statistical records and compilations that contain data derived from private, controlled, or protected information but that do not disclose private, controlled, or protected information.~~

Amended by Ord. 08-49 on 12/11/2008

5-1-4 Records Classification And Designation Reasonable Fees To Be Set By Resolution

The City will set reasonable fees by Resolution to cover the City's actual cost of duplicating a record or compiling a record in a form other than that maintained by the City. The initial fee, until changed by resolution is as set forth in Appendix "A." The City may not charge a fee for reviewing a record to determine whether it is subject to disclosure or inspecting a record.

The City may fulfill a record request without charge when it determines that:

- A. Releasing the record primarily benefits the public;
- B. The individual requesting the record is the subject of the record;
- C. The requester's legal rights are directly implicated by the information in the record; or
- D. The requester is impecunious.

~~The City shall evaluate all record series that it uses or creates and designate those record series as provided by this Title. The City shall report the designation of its record series to the State Archives. A record, record series or information within a record may be classified at any time, but the City is not required to classify a particular record, record series or information until access to the record is requested. A record, record series or information within a record series may be reclassified or re-designated at any time.~~

5-2 Public Records And Their Disclosure Appeals

- 5-2-1 Right To Inspect And Copy Records Appeals In General
- 5-2-2 Public Records Appeal of Extraordinary Circumstances Decisions

- ~~5-2-3 Public Records Unless Exempted~~ Appeal of Business Confidentiality Claims
- ~~5-2-4 Determination By City Manager~~
- ~~5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board~~
- ~~5-2-6 Non-Requester Appeals~~
- ~~5-2-7 Extension Of Time Period~~
- ~~5-2-8 Judicial Review~~

~~5-2-1 Right To Inspect And Copy Records~~ Appeals In General

Any person aggrieved by the City's determination under GRAMA, including persons not a party to the City's proceeding, may appeal the determination to the City Manager by filing a notice of appeal with the City Manager within 30 days of when the City sends a notice of denial or the record request is considered denied. The City Manager is the designated chief administrative officer for the City. The notice of appeal shall contain the following information:

A. The petitioner's name, mailing address, and daytime telephone number; and

B. The relief sought.

The person aggrieved may include a short statement of facts, reasons, and legal authority in support of the appeal.

~~Every person has the right to inspect a public record free of charge and the right to take a copy of a public record during normal working hours, subject to the payment of costs and pursuant to Chapter 8 of this Title. All records are public unless otherwise expressly provided by this Title or state or federal law or regulation.~~

~~5-2-2 Public Records~~ Appeal Of Extraordinary Circumstances Decisions

If the City claims extraordinary circumstances and specifies the date when the records will be available and, if the requester believes the extraordinary circumstances do not exist or that the time specified is unreasonable, the requester may appeal the City's claim of extraordinary circumstances or date for compliance to the City Manager within thirty (30) days of notification of a claim of extraordinary circumstances by the City, despite the lack of a "determination" or its equivalent.

~~The list of public records in this section is not exhaustive and should not be used to limit access to records. The following records are public:~~

~~A. Laws and ordinances;~~

~~B. Names, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, number of hours worked per pay period, dates of employment and relevant education, previous employment, and similar job qualification of the City's former and present employees and officers, excluding undercover law enforcement personnel or investigative personnel if disclosure could reasonably be expected to impair the effectiveness of investigations or endanger any individual's safety;~~

~~C. Final opinions, including concurring and dissenting opinions, and orders that are made by the City in an administrative, adjudicative, or judicial proceeding except that if the proceedings were properly closed to the public, the opinion and order may be withheld to the extent that they contain information that is private, protected, or controlled.~~

~~D. Final interpretations of statutes or rules by the City unless classified as protected under this Title.~~

- ~~E. Information contained in or compiled from a transcript, minutes, or report of the open portions of a meeting of the City as provided by U.C.A. Section 52-4, Open and Public Meetings, including the records of all votes of each member of the City Council;~~
- ~~F. Judicial records unless a court orders the records to be restricted under the rules of civil or criminal procedure or unless the records are private under this Title.~~
- ~~G. Records filed with or maintained by City and County Recorders, clerks, treasurers, surveyors, zoning commissions, or other governmental entities that give public notice of:
 - ~~1. title or encumbrances to real property;~~
 - ~~2. restrictions on the use of real property;~~
 - ~~3. the capacity of persons to take or convey title to real property; or~~
 - ~~4. tax status for real or personal property.~~~~
- ~~H. Data on individuals that would otherwise be private under this Title if the individual who is the subject of the record has given the City written permission to make the record available to the public;~~
- ~~I. Documentation of the compensation the City pays to a contractor or private provider; and~~
- ~~J. Summary data.~~

5-2-3 Public Records Unless Exempted Appeal Of Business Confidentiality Claims

If the appeal involves a record that is the subject of a business confidentiality claim under Utah Code Ann. Section 63G-2-309, as amended, the City Recorder shall:

- A. Send notice of the requester's appeal to the business confidentiality claimant within three (3) business days after receiving notice, except that if notice under this Section must be given to more than thirty-five (35) persons, it shall be given as soon as reasonably possible;
- B. Send notice of the business confidentiality claim and the schedule for the City Recorder's determination to the requester within three (3) business days after receiving notice of the requester's appeal.
- C. The business confidentiality claimant shall have seven (7) business days after notice sent by the City Recorder to submit further support for the claim for business confidentiality.

~~The following records are normally public unless they are expressly exempt from disclosure under Subsection 5-3-1(B), or Section 5-3-3, 5-3-5, or 5-3-7:~~

- ~~A. Administrative staff manuals, instructions to staff, and statements of policy;~~
- ~~B. Records documenting a contractor's or private provider's compliance with the terms of a contract with the City;~~
- ~~C. Records documenting the services provided by a contractor or private provider to the extent the records would be public if prepared by the City;~~
- ~~D. Contracts entered into with the City;~~

- ~~E. Any account, voucher, or contract that deals with the receipt or expenditure of funds by the City;~~
- ~~F. Chronological logs and initial contact reports;~~
- ~~G. Correspondence by and with the City in which the City determines or states an opinion upon the rights of the State, a political subdivision, the public, or any person;~~
- ~~H. Empirical data contained in drafts if the empirical data is not reasonably available to the requester elsewhere in similar form and the City is given a reasonable opportunity to correct any errors or make non-substantive changes before release;~~
- ~~I. Original data in a computer program if the City chooses not to disclose the program;~~
- ~~J. Arrest warrants after issuance, except that, for good cause, a court may order restricted access to arrest warrants prior to service;~~
- ~~K. Search warrants after execution and filing of the return, except that a court, for good cause, may order restricted access to search warrants prior to trial;~~
- ~~L. Records that would disclose information relating to formal charges or disciplinary actions against a past or present employee if the disciplinary action has been completed and all time periods for administrative appeal have expired and the formal charges were sustained;~~
- ~~M. Final audit reports;~~
- ~~N. Business licenses;~~
- ~~O. A notice of violation or similar records used to initiate proceedings for discipline or sanctions against persons regulated by the City, but not including records that initiate employee discipline.~~

5-2-4 Determination By City Manager

- A. The City Manager shall make a determination on appeal within ten (10) business days of the City Manager's receipt of the notice of appeal, or within five (5) business days of the City Manager's receipt of the notice of appeal if the requester or interested party demonstrates that an expedited decision benefits the public rather than the requester or interested party, or within twelve (12) business days after the City sends the requester's notice of appeal to a person who submitted a claim of business confidentiality. The City Manager may, upon consideration and weighing the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified under GRAMA as private or protected if the interests favoring access are greater than or equal to the interests favoring restriction of access.
- B. The City Recorder shall send written notice of the City Manager's determination to all participants. If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has the right to appeal the denial to the GRAMA Appeal Board, the time limits for filing an appeal, and the individual designated as the contact for the GRAMA Appeals Board.
- C. The City Manager's duties under this Section may be delegated.

- D. If the City Manager fails to make a determination within the time specified in subsection (A) above, the failure shall be considered the equivalent of an order denying the appeal.

5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board

- A. A notice of appeal of the City Manager's decision must be filed with the City Recorder no later than thirty (30) days after the City Manager has denied the appeal or fails to make a determination within the time specified in Section 5-2-4(A). No later than three (3) days after receiving notice of the appeal, the recorder shall schedule a hearing for the GRAMA Appeal Board to discuss the appeal which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.
- B. The GRAMA Appeal Board shall consist of three members: one (1) City employee, and two (2) members of the public who are not employed by or officials of a governmental entity, at least one (1) of whom shall have professional experience with requesting or managing records.
- C. At the hearing, the GRAMA Appeal Board shall allow the parties to testify, present evidence, and comment on the issues. The GRAMA Appeal Board may allow other interested persons to comment on the issues. No later than three (3) business days after the hearing, the GRAMA Appeal Board shall issue a signed order either granting the petition in whole or in part or upholding the determination of the City Manager in whole or in part.
- D. The order of the GRAMA Appeal Board shall include:
1. A statement of reasons for the decision, including citations to GRAMA or federal regulations that govern disclosure of the record, provided that the citations do not disclose private, controlled, or protected information;
 2. A description of the record or portions of the record to which access was ordered or denied, provided that the description does not disclose private, controlled, or protected information;
 3. A statement that any party to the appeal may appeal the GRAMA Appeal Board's decision to the District Court; and
 4. A brief summary of the appeal, and a notice that in order to protect its rights on appeal, the party may wish to seek advice from an attorney.

5-2-6 Non-Requester Appeals

Any person aggrieved by the City's classification or designation determination under GRAMA, but who is not requesting access to the records, may appeal that determination using the procedures provided in this Chapter. If a non-requester is the only appellant, the procedures provided in this Chapter shall apply, except that the determination on the appeal shall be made within thirty (30) days after receiving the notice of appeal.

5-2-7 Extension Of Time Period

The provisions of this Section notwithstanding, the parties participating in the proceeding may, by agreement, extend the time periods specified in this Chapter.

5-2-8 Judicial Review

Any party to the proceeding before the GRAMA Appeal Board may petition for judicial review by the District Court of the GRAMA Appeal Board's order. The petition shall be filed no later than thirty (30) days after the date of the GRAMA Appeal Board's order.

5-3 Non-Public Records And Their Disclosure

- ~~• 5-3-1 Records That Are Not Public~~
- ~~• 5-3-2 Disclosure Of Records That Are Not Public~~
- ~~• 5-3-3 Private Records~~
- ~~• 5-3-4 Disclosure Of Private Records~~
- ~~• 5-3-5 Controlled Records~~
- ~~• 5-3-6 Disclosure Of Controlled Records~~
- ~~• 5-3-7 Protected Records~~
- ~~• 5-3-8 Disclosure Of Protected Records~~
- ~~• 5-3-9 Confidential Treatment Of Records For Which No Exemption Applies~~

5-3-1 Records That Are Not Public

The following records are not public:

- ~~A. Records that are appropriately classified private, controlled, or protected as allowed by Sections 5-3-3, 5-3-5 and 5-3-7 of this title.~~
- ~~B. Records to which access is restricted pursuant to court rule, another state statute, federal statute, or federal regulation, including records for which access is governed or restricted as a condition of participation in a state or federal program or for receiving state or federal funds.~~
- ~~C. Only those records specified in Sections 5-3-3, 5-3-5, and 5-3-7 may be classified private, controlled, or protected.~~

5-3-2 Disclosure Of Records That Are Not Public

The City may not disclose a record that is private, controlled, or protected to any person except as provided below:-

- ~~A. Before releasing a private, controlled, or protected record, the City shall obtain evidence of the requester's identity.~~
- ~~B. The City may disclose a private, controlled, or protected record to another governmental entity only as provided by U.C.A. Section 63G-2-206.~~
- ~~C. The City shall disclose or authorize disclosure of private or controlled records for research purposes only as provided by U.C.A. Section 63G-2-202(8).~~
- ~~D. Under Section 5-5-4, the City Council may require the disclosure of records that are private under Section 5-3-3, controlled under Section 5-3-5, or protected under Section 5-3-7 to persons other than those specified in this section.~~
- ~~E. Under U.C.A. Sections 63G-2-404(8) and 63G-2-202(7), a court may require the disclosure of records that are private under Section 5-3-3, controlled under Section 5-3-5, or protected under Section 5-3-7 to persons other than those specified in this section.~~
- ~~F. The City may, at its discretion, disclose records that are private under Section 5-3-3 or protected under Section 5-3-5 to persons other than those specified in this Title if the City Council or a designee determines that there is no interest in restricting access to the record, or that the interests favoring access outweigh the interest favoring restriction of access.~~
- ~~G. The specific provisions of the statute, rule, or regulation govern the disclosure of records to which access is mandated pursuant to court rule, another state statute, federal statute, or federal~~

~~regulation, including records for which access is mandated or limited as a condition of participation in a state or federal program or for receiving state or federal funds.~~

Amended by Ord. [08 49](#) on 12/11/2008

5-3-3 Private Records

The following records are private:

- ~~A. Records concerning an individual's eligibility for unemployment insurance benefits, social services, welfare benefits, or the determination of benefit levels;~~
- ~~B. Records containing data describing individuals' medical history, diagnosis, condition, treatment, evaluation, or similar medical data;~~
- ~~C. Records of publicly funded libraries that when examined alone or with other records identify a patron;~~
- ~~D. Records concerning a current or former employee of, or applicant for employment with the City that would disclose the individual's home address, home telephone number, social security number, insurance coverage, marital status, or payroll deductions;~~
- ~~E. Records concerning a current or former employee of, or applicant for employment with the City, including performance evaluations and personal status information such as race, religion, or disabilities, but not including records that are public under Section 5-2-2(B) or 5-2-3(A).~~
- ~~F. Records describing an individual's finances, except that the following are public:
 - ~~1. Records described in Section 5-2-2;~~
 - ~~2. Information provided to the City for the purpose of complying with a financial assurance requirement; or~~
 - ~~3. Records that must be disclosed in accordance with another statute~~~~
- ~~G. Other records containing data on individuals the disclosure of which constitutes a clearly unwarranted invasion of personal privacy.~~
- ~~H. Information obtained through a criminal background check under Utah Code Title 11, Chapter 40.~~
- ~~I. Records provided by the United States or a governmental entity outside the state that are given with the requirement that the records be managed as private records, if the providing entity states in writing that the record would not be subject to public disclosure if retained by it.~~

Amended by Ord. [08 49](#) on 12/11/2008

5-3-4 Disclosure Of Private Records

Upon request the City shall disclose a **private** record to:

- ~~A. the subject of the record;~~
- ~~B. the parent or legal guardian of an unemancipated minor who is the subject of the record;~~

- ~~C. the legal guardian of any legally incapacitated individual who is the subject of the record;~~
- ~~D. any other individual who;~~
 - ~~1. has a power of attorney from the subject of the record; or~~
 - ~~2. submits a notarized release from the subject of the record or from her or his legal representative dated no later than ninety (90) days before the date the request is made; or~~
 - ~~3. any person to whom the record must be provided pursuant to court order.~~

5-3-5 Controlled Records

~~Records are classified as controlled by the City when the record contains medical, psychiatric, or psychological data about an individual and the City reasonably believes that:~~

- ~~A. releasing the information in the record to the subject of the record would be detrimental to the subject's mental health or the safety of any individual;~~
- ~~B. releasing the information would constitute a violation of normal professional practice and medical ethics.~~

5-3-6 Disclosure Of Controlled Records

~~Upon request, the City shall disclose a **controlled** record to:~~

- ~~A. a physician, psychologist, or certified social worker upon submission of a notarized release from the subject of the record that is dated no more than ninety (90) days prior to the date the request is made and a signed acknowledgment of the terms of disclosure of controlled information as provided by Subsection (C);~~
- ~~B. any person to whom the record must be disclosed pursuant to court order.~~
- ~~C. a person who receives a record from the City in accordance with Subsection (A) above may not disclose the controlled information to any person, including the subject of the record. If there is more than one subject of a private or controlled record, the portion of the record that pertains to another subject shall be segregated from the portion that the requester is entitled to inspect.~~

5-3-7 Protected Records

~~The following records are classified as protected by the City:~~

- ~~A. Trade secrets, as defined in U.C.A. Section 13-24-2, if the person submitting the trade secret has provided the City with the information specified in U.C.A. Section 63G-2-309 for business confidentiality claims.~~
- ~~B. Commercial information or non-individual financial information obtained from a person if:~~
 - ~~1. Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the City to obtain necessary information in the future;~~
 - ~~2. The person submitting the information has a greater interest in prohibiting access than the public has in obtaining access; and~~

- ~~3. The person submitting the information has provided the City with the information specified in U.C.A. Section 63G-2-309.~~
- ~~C. Commercial or financial information acquired or prepared by the City to the extent that a disclosure would lead to financial speculations in currencies, securities, or commodities that will interfere with a planned transaction by the City or cause substantial financial injury to the City or cause financial injury to the State economy;~~
- ~~D. Test or interview questions and answers to be used in future license, certification, registration, employment or academic examinations;~~
- ~~E. Records the disclosure of which would impair governmental procurement or give an unfair advantage to any person proposing to enter into a contract or agreement with the City, except that this subsection does not restrict the right of a person to see bids submitted to or by the City after bidding has closed;~~
- ~~F. Records that would identify real property or the appraisal or estimated value of real or personal property, including intellectual property, under consideration for public acquisition before any rights to the property are acquired unless:
 - ~~1. Public interest in obtaining the information outweighs the City's need to acquire the property on the best terms possible;~~
 - ~~2. The information has already been disclosed by persons not employed by or under a duty of confidentiality to the City; or~~
 - ~~3. In the case of records that would identify property described, potential sellers of the property have already learned of the City's plans to acquire the property;~~
 - ~~4. In the case of records that would identify the appraisal or estimated value of the property, the potential sellers have already learned of the City's estimated value of the property;~~~~
- ~~G. Records prepared in contemplation of sale, lease, exchange, rental, or other contemplated transaction of real or personal property, including intellectual property, which, if disclosed prior to completion of the transaction, would reveal the appraisal or estimated value of the subject property unless:
 - ~~1. The public interest in access outweighs the interest in restricting access, including the City's interest in maximizing the financial benefit of the transaction; or~~
 - ~~2. When prepared by or on behalf of the City, appraisals or estimates of the value of the subject property have been disclosed to persons not employed by or under a duty of confidentiality to the City;~~~~
- ~~H. Records created or maintained for civil, criminal, or administrative enforcement purposes or audit purposes, or for discipline, licensing, certification or registration purposes if release of the records:
 - ~~1. reasonably could be expected to interfere with investigations undertaken for discipline, licensing, certification, or registration purposes;~~~~

- ~~2. reasonably could be expected to interfere with audits, disciplinary, or enforcement proceedings;~~
 - ~~3. would create a danger of depriving a person of a right to a fair trial or impartial hearing;~~
 - ~~4. reasonably could be expected to disclose the identity of a source who is not generally known outside of the government and, in the case of a record compiled in the course of an investigation, disclose information furnished by a source not generally known outside of government if the disclosure would compromise the source; or~~
 - ~~5. reasonably could be expected to disclose investigative or audit techniques, procedures, policies, or orders not generally known outside of government if disclosure would interfere with enforcement or audit efforts;~~
- ~~I. Records the disclosure of which would jeopardize the life or safety of an individual;~~
- ~~J. Records the disclosure of which would jeopardize the security of governmental property, governmental programs, or governmental record keeping systems from damage, theft, or other appropriation or use contrary to law or public policy;~~
- ~~K. Records the disclosure of which would jeopardize the security or safety of a correctional facility, or records relating to incarceration, treatment, probation, or parole, that would interfere with the control and supervision or an offender's incarceration, treatment, probation, or parole;~~
- ~~L. Records of a governmental audit agency relating to an ongoing or planned audit until the final audit is released;~~
- ~~M. Records prepared by or on behalf of the City solely in anticipation of litigation that are not available under the rules of discovery;~~
- ~~N. Records disclosing an attorney's work product, including the mental impressions or legal theories of an attorney or other representative of the City concerning litigation;~~
- ~~O. Records of communications between the City and an attorney representing, retained or employed by the City if the communications would be privileged as provided in U.C.A. Section 78B-1-137;~~
- ~~P. Drafts, unless otherwise classified as public;~~
- ~~Q. Records concerning the City's strategy concerning collective bargaining or pending litigation;~~
- ~~R. Records of investigations of loss occurrences and analyses of loss occurrences;~~
- ~~S. Records, other than personnel evaluations, that contain a personal recommendation concerning an individual if disclosure would constitute a clearly unwarranted invasion of personal privacy, or disclosure is not in the public interest;~~
- ~~T. Records that contain the location of historic, prehistoric, or biological resources that if known would jeopardize the security of those resources or the security of valuable cultural, historic, scientific, or educational information;~~
- ~~U. Records of independent state agencies if the disclosure of the records would conflict with the fiduciary obligations of the agency;~~

- ~~V. Records provided by the United States or a governmental entity outside the State that are given to the City with the requirement that they be managed as protected records if the providing entity certifies that the record would not be subject to public disclosure if retained by it;~~
- ~~W. Transcripts, minutes, or reports of the closed portion of a meeting of a public body except as provided in U.C.A. Section 52-4-7 of the Open and Public Meetings Act;~~
- ~~X. Records that would reveal the contents of settlement negotiations but not including final settlements or empirical data to the extent that they are not otherwise exempt from disclosure;~~
- ~~Y. Memorandum prepared by staff and used in the decision-making process by an administrative law judge, a member of the Board of Pardons, or a member of any other body of law charged by law with performing a quasi-judicial function; and~~
- ~~Z. Records that would reveal negotiations regarding assistance or incentives offered by or requested from the city for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place the city at a competitive disadvantage, but this section may not be used to restrict access to a record evidencing a final contract; and~~
- ~~AA. ——— Materials to which access must be limited for purposes of securing or maintaining the City's proprietary protection of intellectual property rights including patents, copyrights, and trade secrets.~~

Amended by Ord. [08-49](#) on 12/11/2008

5-3-8 Disclosure Of Protected Records

Upon request the City shall disclose a protected record to:

- ~~A. The person who submitted the record;~~
- ~~B. Any other individual who:

 - ~~1. has a power of attorney from all persons and governmental entities whose interest were sought to be protected by the protected classification;~~
 - ~~2. submits a notarized release from all persons and governmental entities whose interests were sought to be protected by the protected classification or from their legal representatives dated no more than ninety (90) days prior to the date the request was made; or~~~~
- ~~C. Any other person to whom a record must be provided pursuant to a court order.~~
- ~~D. The City shall provide a person with a copy of the record if the person:

 - ~~1. has a right to inspect it;~~
 - ~~2. identifies the record with reasonable specificity; and~~
 - ~~3. pays the lawful fees.~~~~

5-3-9 Confidential Treatment Of Records For Which No Exemption Applies

~~A court may order the confidential treatment of records for which no exemption from disclosure applies if compelling interests, which favor restriction of access to the records clearly outweigh the interests favoring access. If the City requests a court to restrict access to a record under this section, the court shall require the City to pay the reasonable attorney's fees and court costs incurred by the leading party in opposing the City's request if the court denies confidential treatment under this section.~~

~~This section does not apply to records that are specifically required to be public under Chapter 2 of this Title _____ or _____ under _____ U.C.A. _____ Section _____ 63G-2-301.~~

~~Access to drafts and empirical data may be limited under this section, but the courts may consider, in their evaluation of interests favoring restriction of access, only those interests that relate to the underlying information, _____ and _____ not _____ to _____ the _____ deliberative _____ nature _____ of _____ the _____ record.~~

~~Access to original data in a computer program may be limited under this section, but the court may consider, in its evaluation of interests favoring restriction of access, only those interests that relate to the underlying information and not to the statues of that data as part of a computer program.~~

Amended by Ord. [08-49](#) on 12/11/2008

5-4 Procedures For Access

- [5-4-1 Written Requests For Records](#)
- [5-4-2 Response To Request](#)
- [5-4-3 Duty Of City To Respond In Limited](#)
- [5-4-4 Circumstances Which Would Extend Response Time](#)
- [5-4-5 Denials Of Requests For Records](#)

5-4-1 Written Requests For Records

~~A person making a request for a record shall furnish the City with a written request containing their name, mailing address, daytime phone number if available, and a reasonably specific description of the records requested.~~

5-4-2 Response To Request

~~As soon as reasonably possible, but no later than ten (10) business days after receiving a written request, or five business days after receiving a written request if the requester demonstrates that expedited response would primarily benefit the public, the City shall respond to the request by:~~

- ~~A. approving the request and providing the record;~~
- ~~B. denying the request;~~
- ~~C. notifying the requester that it does not maintain the record and providing, if known, the name and address where the record can be found; or~~
- ~~D. notifying the requester that because of one of the extraordinary circumstances listed in Section 5-4-4, below, it cannot immediately approve or deny the request. The notice shall describe the circumstances relied upon and shall specify the date when the record request will be approved or denied.~~

5-4-3 Duty Of City To Respond In Limited

~~The following limits shall apply to requests:~~

- ~~A. The City is not required to create a record in response to a request.~~
- ~~B. The City is not required to fulfill a record request if the request unreasonably duplicates prior record requests from that person.~~
- ~~C. If a person requests copies of more than fifty (50) pages of records, and if the records are contained in files that do not contain records that are exempt from disclosure, the City may:
 - ~~1. provide the requester with copying facilities and require the requester to make her or his own copies; or~~
 - ~~2. allow the requester to provide her or his own copying facilities and personnel to make the copies at the City offices, and waive the fees for copying the records.~~
 - ~~3. nothing in this Title shall be construed to limit or impair the rights or protection granted to the City under federal copyright or patent law as a result of its ownership of the intellectual property right.~~
 - ~~4. the City may not use the physical form, electronic or otherwise, in which a record is stored to deny or unreasonably hinder the rights of persons to inspect and receive copies of a record.~~~~
- ~~D. The City may provide access to an electronic copy of a record in lieu of providing access to its paper equivalent.~~

Amended by Ord. 08-49 on 12/11/2008

5-4-4 Circumstances Which Would Extend Response Time

~~The following circumstances constitute "extraordinary circumstances" that allow the City to delay approval or denial for a reasonable period of time, but for no longer than fifteen (15) business days. If the City fails to provide the requested records or issue a denial within the specified time period, that failure is considered the equivalent of a determination denying access to the records:~~

- ~~A. The request is for a voluminous quantity of records;~~
- ~~B. The City is currently processing a large number of record requests;~~
- ~~C. The request requires the City to review a large number of records to locate the records requested;~~
- ~~D. The decision to release a record involves legal issues that require analysis of statutes, rules, ordinances, regulations, or case law;~~
- ~~E. Segregating information that the requester is entitled to inspect from information that the requester is not entitled to inspect requires extensive editing or computer programming; or~~
- ~~F. Another governmental entity is using the record, in which case the City shall promptly request that governmental entity currently in possession to return the record.~~
- ~~G. Another governmental entity is using the record as part of an audit and returning the record before the completion of the audit would impair the conduct of the audit.~~

5-4-5 Denials Of Requests For Records

If the City denies a request in whole or in part, it shall provide a denial notice to the requester either in person or by sending the notice to the requester's address. The denial notice shall contain the following information:

- A. A brief description of the record or portions of the record to which access was denied, provided that the description does not disclose private, controlled, or protected information or records to which access is restricted pursuant to court rule, another state statute, federal statute, or federal regulation, including records for which access is governed or restricted as a condition of participation in a state or federal program or for receiving state or federal funds;
- B. Citations to the authority that exempt the record or portions of the record from disclosure;
- C. A statement that the requester has the right to appeal the denial to the City Manager; and
- D. A brief summary of the appeals process and time limits for filing an appeal.

Unless otherwise required by a court or agency of competent jurisdiction, the City may not destroy or give up custody of any record to which access was denied until the period for an appeal has expired or the end of the appeals process, including judicial appeal.

5-5 Appeals

- [5-5-1 Appeals In General](#)
- [5-5-2 Appeal Of Extraordinary Circumstances Decisions](#)
- [5-5-3 Appeal Of Business Confidentiality Claims](#)
- [5-5-4 Determination By City Manager](#)
- [5-5-5 Appeal Of City Manager's Decision To City Council](#)
- [5-5-6 Non-Requester Appeals](#)
- [5-5-7 Extension Of Time Period](#)
- [5-5-8 Judicial Review](#)

5-5-1 Appeals In General

Any person aggrieved by the City's access determination under this Title, including a person not a party to the City's proceeding, may appeal the determination to the City Manager by filing a notice of appeal. The notice of appeal shall contain the following information:

- A. The petitioner's name, mailing address, and daytime telephone number; and
- B. The relief sought.
- C. A short statement of facts, reasons, and legal authority in support of the appeal.

5-5-2 Appeal Of Extraordinary Circumstances Decisions

If the City claims extraordinary circumstances and specifies the date when the records will be available and, if the requester believes the extraordinary circumstances do not exist or that the time specified is unreasonable, the requester may appeal the City's claim of extraordinary circumstances or date for compliance within thirty (30) days of notification of a claim of extraordinary circumstances by the City, despite the lack of a "determination" or its equivalent.

5-5-3 Appeal Of Business Confidentiality Claims

If the appeal involves a record that is the subject of a business confidentiality claim under U.C.A. Section 63G-2-309, the City Recorder shall:

- ~~A. Send notice of the requester's appeal to the business confidentiality claimant within three (3) business days after receiving notice, except that if notice under this section must be given to more than thirty-five (35) persons, it shall be given as soon as reasonably possible;~~
- ~~B. Send notice of the business confidentiality claim and the schedule for the City Recorder's determination to the requester within three (3) business days after receiving notice of the requester's appeal.~~
- ~~C. The requester shall have seven (7) business days after notice sent by the City Recorder to submit further support for the claim for business confidentiality.~~

Amended by Ord. 08-49 on 12/11/2008

5-5-4 Determination By City Manager

~~The City Manager shall make a determination on any appeal within five (5) business days of the City Manager's receipt of the notice of appeal or within twelve (12) business days after the City sends the requester's notice of appeal to a person who submitted a claim of business confidentiality. The City Manager may, upon consideration and weighing the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified as private under Section 5-3-3 or protected under Section 5-3-7 if the interests favoring access outweigh the interests _____ favoring _____ restriction _____ of _____ access.~~

~~The City Recorder shall send written notice of the Mayor's determination to all participants. If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has the right to appeal the denial to the City Council, and the time limits for filing an appeal.~~

~~The _____ City _____ Manager's _____ duties _____ under _____ this _____ section _____ may _____ be _____ delegated.~~

~~If the City Manager fails to make a determination within the time specified in Subsection (A), the failure shall be considered the equivalent of an order denying the appeal.~~

5-5-5 Appeal Of City Manager's Decision To City Council

~~A notice of appeal of the City Manager's decision must be filed with the City Recorder no later than thirty (30) days after the City Manager has denied the appeal or fails to make a determination within the time specified in Section 5-5-4. No later than three (3) days after receiving notice of appeal, the recorder shall schedule a hearing for the City Council to discuss the appeal which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.~~

~~At the hearing, the City Council shall allow the parties to testify, present evidence and comment on the issues. The City Council may allow other interested persons to comment on the issues. No later than three (3) business days after the hearing, the City Council shall issue a signed order either granting the petition in whole or in part or upholding the determination of the City Manager in whole or in part.~~

~~The order of the City shall include:~~

- ~~A. A statement of reasons for the decision, including citations to this Title or federal regulations that govern disclosure of the record, provided that the citations do not disclose private, controlled, or protected information;~~

- ~~B. A description of the record or portions of the record to which access was ordered or denied, provided that the description does not disclose private, controlled, or protected information;~~
- ~~C. A statement that any party to the appeal may appeal the City's decision to the District Court; and~~
- ~~D. A brief summary of the appeal, and a notice that in order to protect its rights on appeal, the party may wish to seek advice from an attorney.~~

5-5-6 Non-Requester Appeals

~~Any person aggrieved by the City's classification or designation determination under this Title, but who is not requesting access to the records, may appeal that determination using the procedures provided in this chapter. If a non-requester is the only appellant, the procedures provided in this section shall apply, except that the determination on the appeal shall be made within thirty (30) days after receiving the notice of appeal.~~

5-5-7 Extension Of Time Period

~~The provisions of this section notwithstanding, the parties participating in the proceeding may, by agreement, extend the time periods specified in this Title.~~

5-5-8 Judicial Review

~~Any party to the proceeding before the City Council may petition for judicial review by the District Court of the City Council's order. The petition shall be filed no later than thirty (30) days after the date of the City Council's order.~~

5-6 Records Retention Schedules

- ~~• 5-6-1 Adoption Of Records Retention Schedules~~

5-6-1 Adoption Of Records Retention Schedules

~~The City shall adopt by Resolution retention schedules for each record series pursuant to the Utah Municipal General Records Retention Schedule, prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with amendments and exclusions as necessary.~~

5-7 Rights Of Individuals On Whom Data Is Maintained

- ~~• 5-7-1 Requests For Information~~
- ~~• 5-7-2 Segregation Of Records~~
- ~~• 5-7-3 Request To Amend A Record~~
- ~~• 5-7-4 Appeal Of Denial To Amend Record~~
- ~~• 5-7-5 Section Not Applicable~~

5-7-1 Requests For Information

~~The City shall file with the State Archivist a statement explaining the purposes for which record series designated private or controlled are collected and used by the City. This statement shall be a public record. When individuals on whom data is maintained request it, the City shall explain the reasons the individual has been asked to furnish the City with information that could be classified private or controlled, the intended uses of the information, and the consequences for refusing to provide the information.~~

~~The City shall not use private or controlled records for purposes other than those given in the statement filed with the State Archivist under Subsection (1) or for purposes other than those for which another governmental entity could use the record under U.C.A. Section 63G-2-206.~~

5-7-2 Segregation Of Records

~~Notwithstanding any other provision in this Title, if the City receives a request for access to a record that contains both information that the requester is entitled to inspect and information that the requester is not entitled to inspect under this Title, the City shall allow access to information in the record that the requester is entitled to inspect under this Title and deny access to information in the record if the information is exempt from disclosure to the requester, by issuing a written denial notice.~~

5-7-3 Request To Amend A Record

~~Any individual may contest the accuracy or completeness of any public, private, or protected record by requesting the City to amend the record. However, this section does not affect the right of access to any private or protected records concerning him or her. The request shall contain the requester's name, mailing address, and daytime phone number and a brief statement explaining why the City should amend the record. The City shall issue an order either approving or denying the request to amend no later than thirty _____ days _____ from _____ the _____ receipt _____ of _____ the _____ request.~~

~~If the City approves the request, the City shall correct all of its records that contain the same incorrect information as soon as practical. The City shall not disclose the record until it has amended it, once the request _____ has _____ been _____ approved.~~

~~If the City denies the request it shall inform the requester in writing and provide a brief written statement giving _____ its _____ reasons _____ for _____ denying _____ the _____ request.~~

~~If the requester disagrees with the City's decision not to amend a record, the requester may submit a written statement contesting the information in the record and the City shall file the requester's statement along with the disputed record or make the statement accessible if the record is not in a form such that the statement can accompany the record and disclose the requester's statement along with the information in the record whenever the City discloses the disputed information.~~

5-7-4 Appeal Of Denial To Amend Record

~~The requester may appeal the denial of the request to amend a record pursuant to Chapter 5 of this Title governing appeals.~~

5-7-5 Section Not Applicable

~~This section does not apply to records relating to title or real or personal property, medical records, judicial case files, or any other records that the City determines must be maintained in their original form to protect the public interest and to preserve the integrity of the record system.~~

5-8 Fees

- ~~• **5-8-1 Reasonable Fees To Be Set By Resolution**~~
- ~~• **5-8-2 Waiver Of Fees**~~

5-8-1 Reasonable Fees To Be Set By Resolution

~~The City will set reasonable fees by Resolution to cover the City's actual cost of duplicating a record or compiling a record in a form other than that maintained by the City. The initial fee, until changed by resolution is as set forth in Appendix "A". The City may not charge a fee for reviewing a record to determine whether it is subject to disclosure or inspecting a record.~~

5-8-2 Waiver Of Fees

~~The City may fulfill a record request without charge when it determines that:~~

- ~~A. releasing the record primarily benefits the public;~~
- ~~B. the individual requesting the record is the subject of the record;~~
- ~~C. the requester's legal rights are directly implicated by the information in the record; or~~
- ~~D. the requester is impecunious.~~

5-9 Criminal Penalties

- ~~• 5-9-1 Intentional Disclosure Of Private, Controlled Or Protected Records Or Non-Disclosure Of Public Records By Employees Or Others~~
- ~~• 5-9-2 Obtaining Records Illegally~~

5-9-1 Intentional Disclosure Of Private, Controlled Or Protected Records Or Non-Disclosure Of Public Records By Employees Or Others

~~A public employee or other person who has lawful access to any private, controlled, or protected record under this Title, and who intentionally discloses or provides a copy of a private, controlled, or protected record to any person knowing that such disclosure is prohibited, is guilty of a class B misdemeanor. A public employee who intentionally refuses to release a record the disclosure of which the employee knows is required by law or by final unappealed order from the City, the Records Committee, or a court, is _____ guilty _____ of _____ a _____ class _____ B _____ misdemeanor.~~

~~It is a defense to prosecution under this subsection that the actor released private, protected, or controlled information in the reasonable belief that the disclosure of the information was necessary to expose a violation of the law involving government corruption, abuse of office or misappropriation of public funds or property. It is also a defense to prosecution under this subsection that the record could have been lawfully released to the recipient if it had been properly classified.~~

5-9-2 Obtaining Records Illegally

~~A person who, by false pretense, bribery, or theft, gains access or obtains a copy of any private, controlled, or protected record to which she or he is not legally entitled is guilty of a class B misdemeanor. No person shall be guilty under this subsection who receives the record, information, or copy after the fact and without prior knowledge of or participation in the false pretenses, bribery, or theft.~~

EXHIBIT B

3 Ethics, Chapter 1 Code Of Ethics For Officials And Employees; Responsibility Of Public Officials

3-1-4 Gifts; Use Of Office For Personal Benefit Prohibited

- ~~A.~~ A. No City officer or employee shall knowingly accept any economic benefit tantamount to a gift which creates a conflict of financial interest and is given by any person, firm or corporation which to his or her knowledge ~~is~~ is interested, directly or indirectly, in any manner whatsoever in business dealings with the City. No City officer or employee shall accept any economic benefit tantamount to a gift regardless of amount, retainer or compensation that is contingent upon a specific action by the City Council, a City commission, board or committee, or a City agency.
- ~~A.~~ B. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, or his or her family members, may knowingly receive anything of value including, but not limited to gifts, meals, lodging, or travel from anyone who is seeking or has a contract with the City. "Anything of value" excludes hospitality gifts valued at less than \$10, and is not over \$50 annually from the same individual.
- ~~B.~~
- ~~C.~~ C. As used in this section, an "economic benefit tantamount to a gift" includes:
1. A loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and
 2. Compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.
- ~~D.~~ D. It is an offense for an elected or appointed officer or City employee to:
1. disclose or improperly use private, controlled, or protected information acquired by reason of his or her official position or in the course of official duties in order to substantially further ~~substantially~~ the officer's or employee's personal economic interest or to secure special privileges or exemptions for himself or others;
 2. use or attempt to use his or her official position to:
 - a. substantially further the officer's or employee's personal economic interest; or
 - b. secure special privileges for himself or herself or others; or
 3. knowingly receive, accept, take, seek, or solicit, directly or indirectly, for himself or another a bribe, gift of substantial value, or a substantial economic benefit tantamount to a gift that:
 - a. would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or
 - b. the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.
- ~~E.~~ E. EXCEPTIONS. Subsection (~~B~~D)(3) does not apply to:
1. an occasional nonpecuniary or hospitality gift having a value of less than \$10 ~~\$50~~, and is not over \$50 total annually from the same individual;
 2. an award publicly presented in recognition of services;
 3. any bonafide loan made in the ordinary course of business;

4. a political campaign contribution; or
5. any gift which would have been offered or given to a person if he or she were not a City officer or employee.

....

Chapter 2 Disclosure; Conflicts Of Financial Interest

3-2-3 Definitions

- A. **APPOINTED OFFICER.** Any person appointed to any statutory office or position or any other person appointed to any position of employment with the City. Appointed officers include, but are not limited to, persons serving on special, regular, or full-time committees, agencies, or boards whether or not such persons are compensated for their services. The use of the word ‘officer’ in this part is not intended to make appointed persons or employees ‘officers’ of the City.
- B. **ASSIST.** Means to act, or offer or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity, believing that such action is of help, aid, advice, or assistance to such person or business entity and with the intent to assist such person or business entity.
- C. **BUSINESS ENTITY.** A sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.
- D. **CITY EMPLOYEE.** A person who is not an elected or appointed officer who is employed on a full or part-time basis by the City.
- E. **CITY OFFICER.** Any appointed or elected officer. Shall include the Mayor, City Council, all Mayor-appointed City officials and the members of City agencies, boards, committees, and commissions.
- F. **COMPENSATION.** Anything of economic value, however, designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity by anyone other than the governmental employer for or in consideration of personal services, materials, property or any other thing whatsoever.
- G. **ELECTED OFFICER.** Any person elected or appointed to the office of Mayor or City Council.
- H. **IMPROPER DISCLOSURE.** Disclosure of private, controlled, or protected information to any person who does not have both the right and the need to receive the information.
- I. **INTEREST.** Direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of an official act or action by or with the City, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this Chapter, an appointed or elected officer or City employee shall

be deemed to have an interest in the affairs of:

1. any person related to him by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity, determined by the civil law method, and a divorce or separation between spouses shall not be deemed to terminate any such relationship;
 2. any person or business entity with whom a contractual relationship exists with the elected or appointed officer, or City employee;
 3. any business entity in which the appointed or elected officer or City employee is an officer, director, or member having a financial interest in, or employed by;
 4. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent (5%) of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee.
- J. **MUNICIPAL BODY**. Any public board, commission, committee, or other public group organized to make public policy decisions or to advise persons who make public policy decisions.
- K. **OFFICIAL ACT OR ACTION**. Any specific decision or action on a question, matter, cause, suit, proceeding or controversy, whether it be a legislative, administrative, appointive or discretionary act or decision that is pending or may by law be brought before of any City officer or employee of the City or any agency, board, committee or commission thereof.
- L. **POLITICAL PURPOSE**. An act done with intent or in such a way as to influence or tend to influence, directly or indirectly, the election of a candidate or the disposition of any issue on the ballot at a municipal election.
- M. **PRIVATE, CONTROLLED, OR PROTECTED INFORMATION**. Information classified as private, controlled, or protected under Utah State Code Title 62G, Chapter 2, Government Records Access and Management Act, as amended, or other applicable provision of law.
- N. **SUBSTANTIAL INTEREST**. Ownership, either legally or equitably, by an individual, his or her spouse, or his or her minor children, of at least ten percent (10%) of the outstanding shares of a corporation or ten percent (10%) interest in any other business entity.

3-2-7 Public Contracts

No City officer or employee ~~who~~, shall enter into any contract with the City or in his capacity as such officer or employee participates in the making of a contract in which he or she has a direct or indirect private pecuniary interest, ~~director indirect~~, if in his or her capacity as a City employee or officer:

A. he or she participated in the making of the contract; or

B. he or she performed ~~or performs~~ in regard to that contract some function requiring the exercise of discretion on his or her part, ~~shall enter into any contract with the City unless:~~

1. the contract is awarded through a process of public notice and competitive bidding; or

- ~~A.~~ 2. the City Attorney ~~waives the requirement of this section after determining~~ determines that it is the best interest of the City to do so.

3-2-8 Exceptions To Chapter

- ~~A.~~ It shall not be deemed a violation of the standards of this Chapter if the interest of a City officer or employee, as a person or business entity, is:
- ~~B.~~ A. a contractual obligation of less than five hundred dollars (\$500.00), which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not the first in a series of two or more loans or debts which either of the parties is under the obligation to make or incur; or
- ~~C.~~ B. A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans ~~shall not be deemed to create an interest in violation of this Chapter;~~ or
- ~~D.~~ C. A contract for a commercial retail sale, even though over the value of five hundred dollars (\$500.00), ~~shall not be deemed to create an interest in violation of this Chapter.~~

Chapter 5. Enforcement; Penalties

...

3-5-2 Penalties

In addition to any other penalties or remedies provided by law, any violation of the provisions of this Title shall result in the following:

- ~~A.~~ A. A cause for suspension, removal from office or dismissal from employment, or other disciplinary action after notice and hearing conducted by the appropriate appointed authority, or in the case of the Council, a majority of the City Council;
- ~~B.~~ Be found guilty of:
- ~~1.~~ 1. a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000;
 - ~~2.~~ 2. a felony of the third degree if:
 - ~~a.~~ a. the total value of the compensation, conflict of interest, or assistance is more than \$250, but not more than \$1,000; or
 - ~~b.~~ b. the elected or appointed City officer or employee has been twice before convicted of violation of this Title and the value of the conflict of interest, compensation, or assistance was \$250 or less;
 - ~~3.~~ 3. a class A misdemeanor if the value of the compensation or assistance was more than \$100 but does not exceed \$250; or
 - ~~4.~~ 4. a class B misdemeanor if the value of the compensation or assistance was \$100 or less.
- ~~C.~~ B. Any contract or subcontract entered into pursuant to that transaction without returning any part party of the consideration received by the City may be rescinded or void.

EXHIBIT C

Title 2 Administration

Chapter 3 City Council Procedure

2-3-8 Voting

- A. A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City by a “yes” or a “no” vote.
- B. No member of the City Council shall vote on any question in which he or she has substantial interest in as defined in Title 3, Chapter 2 of this code, other than the common public interest, or on any question concerning his or her own conduct.
- C. Each City Council member present shall vote when called upon unless abstains by reason of and in accordance with Title 3, Chapter 2 of this code.
- D. Any member refusing to vote except when not so required by this Chapter shall be guilty of misconduct in office.
- E. Any Council member acting as Mayor Pro Tempore shall not lose his or her vote by virtue of conducting the meeting as Mayor Pro Tempore.
- F. The minimum number of yes votes required for City Council to pass any ordinance or resolution, or to take any action, unless otherwise prescribed by law, is a majority of the voting members of the Council, which shall be three (3), regardless of absence or vacancy. In the case of a tie vote, the Mayor shall be a voting member of the Council and shall vote to break the tie.

2-3-9 Procedure For Ordinance Enactment

The procedure for enactment of ordinances making general modification of existing ordinances, and ordinances adopting standards codes, shall be as follows:

- A. The ordinance shall be introduced at any regular meeting of the City Council by the Mayor, City Manager, or any City Council member.
- B. The ordinance shall be read in full, or in cases where copies of the ordinance are available to the City Council and to those persons in attendance at said City Council meeting, said ordinance may be read by title only.
- C. After the reading of the proposed ordinance or its title and any discussion thereon, the ordinance shall be adopted or rejected by a majority vote of the voting members of the City Council, which shall be three (3), regardless of absence or vacancy. ~~City Council members present~~ unless the ordinance removes or reinstates to the Mayor a power, duty, or function provided in U.C.A. §10-3b-104. If the ordinance affects the Mayor’s power under U.C.A. §10-3b-104, the Mayor and a majority of all other Council members, or all Council members except the Mayor must vote to adopt the ordinance if it is to pass.
- D. If a public hearing is required before consideration of an ordinance, action may be taken at the same meeting as the public hearing.

- E. Public notice of the time and place of City Council consideration of all ordinances shall be given in the same manner as notice for all City Council meetings or as otherwise directed by statute or ordinance.
- F. Upon adoption, ordinances shall take effect on their stated effective date, or upon publication if required by U.C.A. §10-3-711.
- G. Whenever an ordinance shall be published by reference or by title, the publication shall contain a summary of the subject matter of said ordinance and shall contain a notice to the public that copies of the ordinance are available at the office of the City Recorder. The publication of any ordinance by reference or by title as provided herein must set forth in full any penalty clause contained in said ordinance.

Title 2, Chapter 4 City Administration

2-4-3 Powers And Duties

The City Manager shall be responsible and under the control and supervision of the Mayor and the City Council for the proper administration of all affairs of the City placed in his or her charge, and to that end, he or she shall have the power and duty and be required to:

- A. Be responsible for the enforcement of the laws and ordinances of the City;
- B. Appoint, hire, suspend, transfer and remove all non-elective City employees excepting the City Attorney;
- C. Appoint, with advice and consent of the City Council, a qualified person to each of the offices of recorder and treasurer; create other offices as may be deemed necessary for the good government of the City; and appoint, regulate and prescribe the powers and duties of all other employees of the City, except as provided by law or by ordinance;
- D. Serve as or appoint with the advice and consent of the City Council a budget officer for the purpose of complying with the requirements of the Uniform Fiscal Procedures Act for Utah Cities, U.C.A. §10-6, as amended;
- E. Cause a proposed budget to be prepared annually and submitted to the Mayor and City Council and be responsible for the administration of the budget after its adoption, said budget to be construed as financial estimate only;
- F. Prepare and submit to the City Council as of the end of the fiscal year a complete report on finances and administrative activities of the City for the preceding year, and upon request of the Mayor or City Council make written or verbal reports at any time concerning the affairs of the City under his supervision;
- G. Keep the Mayor and the City Council advised of the financial condition and future needs of the City and make such recommendations to the Mayor or Council for adoption as he or she may deem necessary or expedient;
- H. Exercise supervision and control over all executive and administrative departments, excepting legal, and recommend to the Mayor and City Council any proposal he or she thinks advisable to

establish, consolidate or abolish administrative departments;

- I. Be responsible for the enforcement of all terms and conditions imposed in favor of the City in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the Mayor and City Council for such action and proceedings as may be necessary to enforce the same;
- J. Attend City Council meetings and participate in discussions with the Mayor and City Council in an advisory capacity;
- K. Provide for engineering, architectural, maintenance and construction services required by the City; and
- L. Declare a local emergency by proclamation for less than thirty (30) days unless approved by the City Council and take disaster or emergency related actions as authorized by ~~U.C.A. § 63K-4-103~~ Utah Code Ann. § 53-2a-201 et seq., the Disaster Response and Recovery Act, as amended, and the City's Emergency Response Plan; and
- M. Perform such other duties as may be prescribed by ordinance or required of him or her by the Mayor and City Council which are not inconsistent with the laws of the state.