



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 8, 2024, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Jake Fitisemanu
4. Special Recognitions
5. Approval of Minutes:
 - A. September 24, 2024
6. Awards, Ceremonies and Proclamations:
 - A. Recognition and Appreciation of Brent Fuller for Years of Service as a West Valley City Planning Commissioner
7. Public Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

8. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2024-2025 Budget

Action: Consider Ordinance 24-41, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

9. Consent Agenda:

A. 24-142: Authorize the City to Enter Into a Training Agreement with Lone Peak Hospital, Inc. and Northern Utah Healthcare Corporation

B. 24-143: Approve the Purchase of Garbage Cans from Wastequip

10. New Business:

A. 24-144: Authorize the Execution of an Amendment to a Development Agreement With CCWV, LLC for Property Located at Approximately 3076 South Decker Lake Drive

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING SEPTEMBER 24, 2024

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, SEPTEMBER 24, 2024 AT 6:31 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Mike Fossmo, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director (*electronically*)
Jonathan Springmeyer, RDA Director
Ken Cushing, IT (*electronically*)
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON

Councilmember Harmon asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS

Mayor Lang welcomed County Councilmember Aimee Winder Newton in attendance.

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AWARDS, CEREMONIES, AND PROCLAMATIONS

Councilmember Christensen read a proclamation declaring September 28, 2024 as National Good Neighbor Day in West Valley City.

Randy Whitehead expressed pride in the partnership between the "My Hometown" initiative and West Valley City, emphasizing the shared goal of building community, uplifting individuals, and embodying the values highlighted in the city's proclamation. He highlighted the importance of kindness and friendship among neighbors as central to the quality of a neighborhood. Mr. Whitehead praised the city council's vision to make West Valley City known as the "friendliest, kindest, most inclusive, and most beautiful city." He encouraged everyone to play a role in executing that vision, as it starts with individual actions. With 250 volunteers, the "My Hometown" initiative is dedicated to working with Mayor Lang, the city council, Ifo Pili, Craig Thomas, and their teams to achieve the objective of community building and individual upliftment. He closed by calling on everyone to showcase what it means to be a good neighbor, expressing gratitude for the partnership and support from the city.

PRESENTATIONS

County Councilmember Aimee Winder Newton presented a PowerPoint Presentation summarized as follows:

- Public Safety Bond
 - Consolidate and Improve County Jail
 - Expand Adult Detention Center (ADC) to meet population growth and capacity needs
 - Increase rehabilitative services and mental health resources
 - Close Oxbow, transfer inmates and services to expanded jail/ADC
 - Location: 3415 South 900 West, South Salt Lake
 - Justice and Accountability Center
 - Cost-effective alternative to jail for low-level offenders
 - Balance accountability with resources/real solutions (behavioral—mental health and substance use disorder, medical, job training, housing, etc.)
 - Connected to criminal justice system
 - Location: TBD (several county-owned parcels are available near the Adult Detention Center/jail)
 - Investment in Community and Public Safety
 - Reduce crime
 - Improve accountability
 - Connect with resources/real solutions
 - Break the cycle of repeat offenses

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- County population has grown yet no jail beds have been added since 2001
- Cost effective/fiscally conservative and responsible
- Integral part of Salt Lake County's Human Services, Homelessness, and Criminal Justice Reform Action Plan
- Bipartisan 8-1 Salt Lake County vote to move it to the ballot
- Supported by majority of community members surveyed
- Taxpayer Savings from Justice and Accountability Center Investment
 - Jail: \$136/day per person—\$49,640/annually
 - Justice and Accountability Center: \$75/day per person—\$27,500/annually
 - SAVINGS: \$60/day per person—\$22,500 less per person annually
- General Obligation (GO Bond)
 - Facility/Need
 - Justice and Accountability Center- \$100,000,000
 - Jail Expansion and Improvements- \$427,000,000
 - Maintenance and Improvements (Adult Detention Center and Sheriff's Office Bureau)- \$90,000,000
 - Oxbow Demolition- \$10,000,000
 - Sale of Oxbow Property- (\$20,000,000)
 - County Set Aside- (\$100,000,000)
 - TOTAL: 507,000,000
 - Impact: Residence = \$4.91/month (based on average property value of \$602,000)
 - Business = \$8.93/month
- Timeline
 - **7/19/24**
 - Salt Lake County Unveils Human Services, Homelessness, and Criminal Justice Reform Action Plan
 - **8/13/24**
 - Bipartisan 8-1 Salt Lake County vote moves Public Safety Bond to the ballot
 - **9/17/24**
 - Salt Lake County Council Hosts Public Hearing
 - **10/08/24**
 - Salt Lake County Council hosts Public Meeting
 - **10/15/24**
 - Ballots mailed
 - **11/5/24**
 - Election Day
 - **1/25**

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- If voter approved, work begins (estimated construction time: 18–24 months)

Upon inquiry by Mayor Lang there were no further questions from members of the City Council.

APPROVAL OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 17, 2024

The Council considered the Minutes of the Regular Meeting held September 17, 2024. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Regular Meeting held September 17, 2024. Councilmember Huynh seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

PUBLIC COMMENT PERIOD

Karina McLellan from Ability Inclusion Services, a nonprofit serving adults with disabilities in Salt Lake County and surrounding areas, introduced the organization to the City Council and the community. She highlighted several key services provided through their community day program:

1. **Creative Arts Department:** Participants express themselves through painting and mixed media crafts, showcased in their annual art show. This year, it will be held on Thursday, October 24th, at their West Valley center. Attendees can bid on art pieces through a QR code or online for those unable to attend in person.
2. **Adaptive Fitness Center:** The program offers indoor and outdoor fitness facilities, staffed by exercise specialists and supported by students from the University of Utah, Salt Lake Community College, and Joyce University, helping participants improve physical functionality.
3. **New Developments:** Ability Inclusion Services is currently building a library and sensory room to enhance their community engagement offerings.
4. **Community Inclusion Focus:** They strive to ensure their clients engage with the broader community through visits to zoos, parks, museums, and other local venues. This is aimed at countering the isolation and depression often faced by people with disabilities.
5. **Transportation Support:** The organization partners with UTA for door-to-door services and maintains a fleet of accessible vehicles to facilitate outings and appointments for clients who cannot drive.
6. **Drug Testing Kits:** Ability Inclusion Services holds state contracts to provide drug test kits for law enforcement and other agencies, offering streamlined solutions to meet specific needs.

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7. **Residential Program:** The organization operates three properties in West Valley and South Salt Lake and plans to build a 12-unit complex. Their residential program assists with daily living skills, grocery shopping, and case management.

Karina emphasized the lack of ADA-compliant housing in Utah and thanked the Council for their support in addressing this critical issue to create a more inclusive environment for the population they serve.

Mike Markham highlighted an issue with a catwalk that connects the back of Valley Junior High to Alice Way. He proposed installing a gate that would open 15 minutes after school starts and close 15 minutes before it ends. He recounted a recent incident where around 50 students were found wandering in the neighborhood, ignoring neighbors' attempts to guide them back to school, leading to the need for police intervention. He expressed frustration that school authorities believe they lack the power to manage students once they leave school grounds and suggested that a gate could help mitigate these issues and reduce the time police spend rounding up students. Mike also commented on the "My Hometown" program, suggesting that if West Valley City funds are being used, all neighborhoods should benefit. He noted that some houses in his area have not been painted in over 45 years and offered to cover the costs of paint if someone could assist with the work.

Jim Vesock encouraged everyone to keep the Christensen family in their thoughts and prayers. He acknowledged the hardships the family has faced in recent weeks and expressed gratitude for the service that Don Christensen and his wife have provided to the community over the years. Jim emphasized the importance of support and compassion during difficult times, urging everyone to remember the family in their daily reflections.

Frank Pedroza raised concerns regarding a dangerous situation at the crosswalk located at 4800 West and approximately 3700 South. He described an incident where a large SUV sped through the crosswalk, disregarding the flashing lights meant to alert drivers to the presence of pedestrians. Frank expressed frustration at the challenges he faced when attempting to report this incident to the West Valley non-emergency police line, noting a lack of familiarity from dispatch regarding the location. He emphasized the urgency of the matter, highlighting that a similar incident had occurred involving his partner just a month prior. Frank pointed out that if an injury or fatality were to occur, it would cast an even worse light on the community and its safety measures. He urged the Council to consider taking action to improve safety at the crosswalk to protect children and crossing guards, concluding his remarks by thanking them for listening.

Josh Randall shared his thoughts on improving West Valley City, expressing his desire to see it reach its full potential. Having recently run for a U.S. Senate seat and considering a future role on the council, he spoke about the importance of creating an environment that fosters community pride and safety, especially for families. He emphasized that making West Valley's high schools the best in Utah is a goal he shares with his wife, with whom

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he has six children. He pointed out that issues like parking violations and student truancy significantly impact community safety and morale. Josh proposed enforcing existing parking regulations more strictly to prevent cars from blocking driveways, sidewalks, and street corners. He expressed concern for pedestrian safety, particularly for children navigating the streets amidst poor visibility due to parked vehicles. He also suggested that better enforcement could help reduce truancy, allowing for a safer and more responsible environment for students. He offered his assistance in any community efforts and left his contact information for further discussions. Overall, he expressed a strong commitment to contributing positively to the city's development and safety.

ORDINANCE 24-40: AMEND SECTIONS 3-11-103, 3-11-105. AND 3-11-106 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN PROVISIONS GOVERNING THE EMPLOYEE DISCIPLINE HEARING OFFICER

Mayor Lang presented proposed Ordinance 24-40 that would amend Sections 3-11-103, 3-11-105. and 3-11-106 of the West Valley City Municipal Code to Amend Certain Provisions Governing the Employee Discipline Hearing Officer.

Written documentation previously provided to the City Council included information as follows:

The proposed ordinance will update the appeal process for employee discipline cases. Key changes include clarifying appeal filing requirements, establishing a specific timeline for hearings, outlining general hearing procedures, and detailing the evidence to be considered by the Hearing Officer.

This action is necessary to ensure that the procedures for handling employee discipline appeals are clear and consistent with state law and best practices. The amendments aim to streamline the appeal process, provide clearer guidance for all parties involved, and protect the rights of employees while ensuring fair and timely hearings.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Christensen moved to approve Ordinance 24-40.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu Yes

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Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 24-141: APPROVE THE PURCHASE OF NETWORK SECURITY PRODUCTS AND RELATED EQUIPMENT

Mayor Lang presented proposed Resolution 24-141 that would approve the Purchase of Network Security Products and Related Equipment.

Written documentation previously provided to the City Council included information as follows:

1. Network Security Enhancements from Manage Engine:
 - Description: The implementation of Endpoint Central will enable the management of all desktops, laptops, and mobile devices, allowing employees to install approved software and request IT helpdesk assistance. AD Audit will monitor and analyze login and network access activities, as well as changes to user accounts. ADSelfService Plus Professional will provide a centralized platform for password management and policy enforcement.
 - Quoted Cost: \$40,000
2. Server Upgrades and Virtualization:
 - Description: This project involves replacing outdated servers used for virtualization to improve resource utilization and maintain redundancy, ensuring the City's IT infrastructure remains robust and efficient.
 - Quoted Cost: \$27,424.54
3. Network Infrastructure Expansion:
 - Description: Many network switches and related equipment at city facilities are outdated, with some no longer receiving security patches or supporting modern features. Upgrading this equipment will enhance security and reliability by enabling the use of modern features and ensuring the ability to apply necessary patches.
 - Quoted Cost: \$252,840.88

These projects are essential to address current vulnerabilities and to support the City's ongoing operational needs.

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Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Fitisemanu moved to approve Resolution 24-141.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, SEPTEMBER 24, 2024 WAS ADJOURNED AT 7:01 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, September 24, 2024.

Nichole Camac, MMC
City Recorder

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____

ISSUE:

Approve an ordinance to re-open the fiscal year 2024-2025 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City to amend its budget during the year. The City holds public hearings on budget amendments on a quarterly basis each fiscal year.

BACKGROUND:

A Public Notice was posted September 19, 2024, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held October 8, 2024, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2024, and ending June 30, 2025, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 9/18/2024

Date Adopted: _____

Effective Date: _____

**AN ORDINANCE AMENDING THE BUDGET OF WEST
VALLEY CITY FOR THE FISCAL YEAR BEGINNING
JULY 1, 2024 AND ENDING JUNE 30, 2025 TO REFLECT
CHANGES IN THE BUDGET AND AUTHORIZE THE
DISBURSEMENT OF FUNDS.**

WHEREAS, the West Valley City Council adopted by ordinance the budget of West Valley City Corporation for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended; and

WHEREAS, the Finance Director, as the Budget Officer of West Valley City, has prepared and filed with the City Manager and City Recorder proposed amendments to said duly-adopted budget for consideration by the City Council and inspection by the public; and

WHEREAS, said proposed amendments reflect changes in the budget from increased revenues and transfers as reflected; and

WHEREAS, notice was duly given of a public hearing to be held on October 8, 2024, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on October 8, 2024 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

Section 1. The budget amendments attached hereto and made a part of this Ordinance are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal year

beginning July 1, 2024 and ending June 30, 2025, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended.

Section 2. The City Recorder is hereby directed to have this Ordinance certified by the Budget Officer and filed with the State Auditor, as required by law.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY GENERAL FUND - FUND 10
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
PROPERTY TAX:		
Current Year	34,661,628	34,661,628
Prior Year	466,493	466,493
Total Property Tax	35,128,121	35,128,121
SALES TAX:		
General Sales Tax	41,278,944	41,278,944
Transportation Sales Tax	3,300,000	3,300,000
Total Sales Tax	44,578,944	44,578,944
UTILITY TAX:		
Cable TV/Bch Adv	592,584	592,584
Telecommunications	552,979	552,979
Electricity	6,776,541	6,776,541
Gas	4,321,446	4,321,446
Total Utility Tax	12,243,550	12,243,550
LICENSES AND PERMITS:		
Business & Econ. Services	1,200,000	1,200,000
Animal Licenses	60,000	60,000
Building Permits	2,700,000	2,700,000
Subdivision Fees	180,000	180,000
Disproportionate Service	600,000	600,000
Total Licenses & Permits	4,740,000	4,740,000
MISCELLANEOUS:		
Taylorsville DS Reimb.	0	0
Taylorsville Contract Services	320,000	320,000
Animal Shelter Vaccinations	10,000	10,000
Animal Shelter Misc. Fees	50,000	50,000
Animal Shelter Donations	20,000	20,000
Animal Sterilization	30,000	30,000
Amphitheater	500,000	500,000
District Court Fines	35,000	35,000
Engineer Consultant Fees CED	60,000	60,000
Excavation Perm-Prop Bond	300,000	300,000
Fire Prevention/Haz Mat	300,000	300,000
Harman Home Maint., etc.	60,000	60,000
Harman Home SL CO.	18,786	18,786
Indigent Defense	10,000	10,000
Miscellaneous	370,000	494,719
Operation My Hometown	0	0
Park Reservations/Activities	5,000	5,000
Parking Ticket Fines	230,000	230,000
Police Reimbursement	570,000	570,000
Police Reports	100,000	100,000
Professional Shop Services	350,000	350,000
Rent-Housing Authority	52,000	52,000
Rent-Redevelop Agency	50,000	50,000
Roads Funds HB244 2021	1,100,000	1,100,000
Tower Lease	93,000	93,000
UIA	1,252,808	1,252,808
Vehicle Fees	1,810,000	1,810,000
Total Miscellaneous	7,696,594	7,821,313

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
JUSTICE COURT:			
Small Claims Fees	150,000	150,000	
Traffic Fines	3,300,249	3,300,249	
Total Justice Court	3,450,249	3,450,249	
ADMINISTRATIVE COURT:			
ACE Program	55,000	55,000	
Bail Fines & Forfeitures	0	0	
Civil Penalties	150,000	150,000	
Total Administrative Court	205,000	205,000	
INTEREST:			
Investment Interest	3,000,000	3,000,000	
Ambulance Interest	7,600	7,600	
RDA Interest	29,280	29,280	
Total Interest	3,036,880	3,036,880	
OTHER:			
Appropriation from Fund Balance	429,000	1,182,741	4,5,8,10,11,12,15, 17,23,28,30
Reserved Funds	300,000	300,000	
Reserved Debt Service Funds	1,531,771	1,531,771	
Sale of Land/Assets	0	17,179	29
Total Other	2,260,771	3,031,691	
Subtotal	113,340,109	114,235,748	
RESTRICTED FUNDS:			
Forfeited Assets	0	0	
Bond Proceeds	0	0	
Bond Interest	0	0	
Total Restricted Funds	0	0	
Grand Total	113,340,109	114,235,748	

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
LEGISLATIVE:		
City Council	893,544	893,544
Elections	231,800	231,800
Total Legislative	1,125,344	1,125,344
ADMINISTRATIVE:		
City Manager	1,362,321	1,362,321
Justice Court	2,411,835	2,411,835
Human Resources	1,570,469	1,570,469
Community & Media Relations	904,160	904,160
Recorder	820,720	820,720
Neighborhood Services	0	379,977 3,15,17,23
Public Facilities	2,122,989	2,123,255 30
Total Administrative	9,192,494	9,572,738
NON-DEPARTMENTAL		
UTOPIA	4,605,528	4,605,528
Benefits Accrual	1,050,000	1,050,000
Professional/Technical	175,000	175,000
Utilities	861,634	861,634
Wage Under Runs	(2,000,000)	(2,000,000)
Storm Water (Prof.Service)	(485,744)	(485,744)
Sanitation (Prof.Service)	(532,531)	(532,531)
Ambulance (Prof.Service)	(400,000)	(400,000)
Transfers In	(7,680)	(208,046) 1,13,14,21,27
Fitness Center	1,673,472	1,673,472
Theater	50,000	50,000
Arena	600,000	600,000
Cultural Center	1,431,086	1,431,086
WV Arts Foundation	40,010	40,010
Capital Projects/Fleet Xfer to CIP	829,000	949,000 12
Transportation Sales Tax to CIP	3,300,000	3,643,084 11
The Ridge	39,794	45,794 22
Stonebridge Golf Course	30,577	30,577
Transfer Out	0	0
Total Non-Departmental	11,260,146	11,528,864

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
DEBT SERVICE:		
UCCC & Arena Equipment	1,558,591	1,558,591
Road Revenue Bonds	1,099,845	1,099,845
Bond Fees	25,000	25,000
USB #21 - I.T. Equipment	25,152	25,152
USB #22 - Police Computers	29,711	29,711
Fire Truck & Trailer to CIP	70,341	70,341
Energy Savings Projects to CIP	293,702	293,702
Fire Sta 71, 72 & 76 to BA	520,500	520,500
MBA S 2017-PD & Courts to BA	2,235,250	2,235,250
MBA S 2017-Parking to BA	1,085,400	1,085,400
MBA S 2019-Parks Bldg to BA	220,791	220,791
MBA S 2022-Courts Reno to BA	385,750	385,750
Subtotal	7,550,033	7,550,033
DEBT SERVICE (CONTINUED):		
Transfers In:		
Fire Station Impact Fees	(150,000)	(150,000)
Police Impact Fees	(250,000)	(250,000)
Debt Service Reserve (CIP)	(418,907)	(418,907)
RDA (UCCC)	(1,558,591)	(1,558,591)
Fitness Center	(76,470)	(76,470)
UCCC	(20,392)	(20,392)
Street Lights	(161,154)	(161,154)
Subtotal	(2,635,514)	(2,635,514)
Total Debt Service	4,914,519	4,914,519

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
COMMUNITY & ECONOMIC DEVELOPMENT:			
Administration	454,144	669,148	13,14,18
Planning Commission	15,802	15,802	
Board of Adjustment	4,126	4,126	
Building Inspection	1,257,712	1,257,712	
Neighborhood Services	360,368	13,327	3
Planning & Zoning	805,335	805,335	
Total Comm. & Econ. Dev.	2,897,487	2,765,450	
FINANCE:			
Administration	640,403	640,403	
Purchasing	157,179	157,179	
Business Licenses	313,505	313,505	
Treasury	359,282	359,282	
Accounting	566,672	566,672	
Budget & Disbursements	425,976	425,976	
Total Finance	2,463,017	2,463,017	
FIRE:			
Administration	16,046,558	16,224,639	4,18,21,27
Emergency Operations	71,395	81,395	4
Fire Prevention	25,383	25,383	
Logistics	593,895	593,895	
Special Operations	21,335	21,335	
Development Services	31,823	31,823	
Medical Services	147,271	147,271	25
Emergency Management	0	2,354,878	1,2,10,29
Total Fire	16,937,660	19,480,619	
LEGAL:			
Civil/Prosecutor/Risk	3,111,897	3,112,377	5
Risk Financing	1,463,308	1,463,308	
Victim Assistance	498,831	498,831	6,7
Information Technology	3,164,572	3,206,572	8
Central Services	3,180,995	1,122,843	2
Communications	159,161	5,918	2
Total Law	11,578,764	9,409,849	
PARKS & RECREATION:			
Parks & Rec. Administration	926,969	920,969	22
Park Maintenance	2,505,427	2,505,427	
Recreation	37,614	37,614	28
Harman Home Operations	335,173	345,842	28
Total Parks & Recreation	3,805,183	3,809,852	

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
POLICE:		
Administration	39,229,726	39,229,726 18
Records	45,200	45,200
Training	173,611	173,611
Crossing Guards	769,732	769,732
Evidence	29,350	29,350
Forensics	47,600	47,600
Community Policing	22,710	22,710
Investigation	106,255	106,255
Uniform Patrol	91,510	91,510
K-9	19,200	19,200
S.W.A.T. Unit	92,560	92,560
Traffic Enforcement	27,000	27,000
Special Operations	102,300	102,300
Intelligence/Internal Affairs	51,000	51,000
Bomb Squad Unit	7,500	7,500
Drone Operations	0	0
Police Grants	0	0 26
Total Police	40,815,254	40,815,254
PUBLIC WORKS:		
Administration	605,410	605,410
Highways	1,664,745	1,664,745
Transportation	405,769	405,769
Engineering	1,265,385	1,265,385
Fleet Maintenance	1,374,238	1,374,238
Total Public Works	5,315,547	5,315,547
COMMUNITY PRESERVATION		
Administration	366,298	366,298
Animal Control	1,797,812	1,797,812
Ordinance Enforcement	870,584	870,584
Total Community Preservation	3,034,694	3,034,694
OTHER:		
Appropriation to Fund Balance	0	0
Total Other	0	0
Total Operating Expenses	113,340,109	114,235,748
RESTRICTED FUNDS:		
Forfeited Assets	0	0
Total Restricted Funds	0	0
Grand Total	113,340,109	114,235,748

WEST VALLEY CITY "C" ROADS - FUND 11

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
"C" Roads		
"C" Road Fund	5,500,000	5,500,000
Appropriation from Fund Balance	0	636,582 30
Subtotal	5,500,000	6,136,582

WEST VALLEY CITY "C" ROADS - FUND 11

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATIONS:		
Equipment	35,000	35,000
Gasoline & Diesel	2,000	2,000
Professional Svcs. (Intern)	845,000	845,000
Professional Svcs. (Ext.)	63,820	98,265 30
Special Supplies	55,000	55,000
Crack Seal	750,000	750,000
Concrete & Salt	280,000	280,000
Capital Equipment	655,000	1,257,137 30
Special Projects	530,000	530,000
Transfer Out	7,680	7,680
Transfer In	0	0
Subtotal Streets	3,223,500	3,860,082
ENGINEERING:		
Software	7,500	7,500
Professional Svcs. (Intern)	670,000	670,000
Special Supplies	8,000	8,000
Special Projects	747,133	747,133
Subtotal Engineering	1,432,633	1,432,633
TRANSPORTATION:		
Equipment	1,000	1,000
Professional Svcs. (Int.)	0	0
Professional Svcs. (Ext.)	452,000	452,000
Signs	40,000	40,000
Traffic Controls	20,000	20,000
Special Projects	50,000	50,000
Transfer Out	267,867	267,867
Subtotal Transportation	843,867	843,867
Total Expenditures	5,500,000	6,136,582

WEST VALLEY CITY FITNESS CENTER - FUND 21

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
FITNESS CENTER:		
Facility Drop-In Fees	560,000	560,000
Annual Passes	1,500,000	1,500,000
Activity Area	375,000	375,000
Children's Area	425,000	425,000
Aquatics	200,000	200,000
Community Rooms	40,000	40,000
Pro Shop	30,000	30,000
Snack Bar/Catering	190,000	190,000
Sports Programs	205,000	205,000
Miscellaneous Rev.	65,000	65,000
WestFest	100,000	100,000
Appropriation from Fund Balance	0	97,757 ²⁸
Total Fitness Center	3,690,000	3,787,757

WEST VALLEY CITY FITNESS CENTER - FUND 21

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
FITNESS CENTER:		
Transfers In GF/		
Operating Infusion	(1,673,472)	(1,673,472)
Permanent Employees	1,270,757	1,270,757
O.T. Employees	17,000	17,000
Temporary Employees	1,405,834	1,405,834
Additional Pay	1,000	1,000
Employee Benefits	711,979	711,979
Books & Dues	1,300	1,300
Advertising	25,000	25,000
Travel & Training	23,000	23,000
Office Supplies	43,000	43,000
Snack Bar	140,000	140,000
Equipment Maint.	225,000	225,000
Gasoline & Diesel	4,000	4,000
Software	45,390	45,390
Building/Grounds	51,000	51,000
Utilities	369,030	369,030
Telephone	12,000	12,000
Professional Services	380,000	380,000
General Health	5,000	5,000
Special Supplies	37,000	37,000
Healthy Community Grant	0	64,177 ²⁸
Children's Programs	85,000	85,000
Adult Programs	45,000	45,000
Aquatics	25,000	58,581 ²⁸
WestFest	85,000	85,000
Insurance	74,600	74,600
Capital Equipment	50,000	50,000
Capital Res.(Transfer to BA)	30,000	30,000
Debt Service (Transfer to GL)	76,470	76,470
Appropriation to Fund Balance	125,112	125,112
Total Fitness Center	3,690,000	3,787,757

WEST VALLEY CITY THEATER - FUND 23**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
THEATER:		
Theater Rent	20,000	20,000
Theater Revenue	20,000	20,000
Costume Rentals	5,000	5,000
Total Theater	45,000	45,000

WEST VALLEY CITY THEATER - FUND 23**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
THEATER:		
Books & Dues	5,500	5,500
Advertising	5,000	5,000
Travel & Training	4,000	4,000
Office Supplies	15,000	15,000
Equip. Maintenance	10,500	10,500
Gasoline	1,250	1,250
Auto Maintenance	900	900
Auto Parts	1,200	1,200
Software	10,000	10,000
Building & Grounds	35,000	35,000
Telephone	8,000	8,000
Professional Services	10,000	10,000
General Health	250	250
Special Supplies	10,000	10,000
Signs	5,000	5,000
Special Projects	10,000	10,000
Transfer Out to Cap Res (BA)	50,000	50,000
Transfer In from Foundation Fd	(86,600)	(86,600)
Transfer In from Gen.Fund	(50,000)	(50,000)
Total Theater	45,000	45,000

WEST VALLEY CITY ARENA - FUND 25**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
ARENA REVENUES	<u>7,719,000</u>	<u>7,719,000</u>

WEST VALLEY CITY ARENA - FUND 25**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
ARENA:		
Operations	8,219,000	8,219,000
Transfers Out	2,476,000	2,476,000
Transfers In	(2,976,000)	(2,976,000)
Total Arena	<u>7,719,000</u>	<u>7,719,000</u>

WEST VALLEY CITY SANITATION - FUND 27**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
SANITATION:		
Garbage Fees	6,800,000	6,800,000
Appropriation from Fund Balance	227,764	227,984
Total	<u>7,027,764</u>	<u>7,027,984</u>

WEST VALLEY CITY SANITATION - FUND 27**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
SANITATION:		
Permanent Employees	165,779	165,779
O.T. Employees	3,000	3,000
Employee Benefits	75,799	75,799
Books/Subscriptions	650	650
Travel & Training	2,500	2,500
Office Supplies	7,000	7,220
Gasoline & Diesel	6,000	6,000
Auto Parts	7,000	7,000
Prof. Services Internal	1,226,036	1,226,036
Prof. Services External	3,650,000	3,650,000
Landfill Fees	1,600,000	1,600,000
Special Supplies	180,000	180,000
Capital Equipment	69,000	69,000
Clean & Beautiful Expenses	8,855	8,855
Clean & Beautiful Transfer Out	26,145	26,145
Appropriation to Fund Balance	0	0
Total	<u>7,027,764</u>	<u>7,027,984</u>

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Road Impact Fees	200,000	200,000
Appropriation from Fund Balance	0	0
Total	200,000	200,000

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Professional Services	30,000	30,000
Road Projects	170,000	106,915 13,14
Transfer Out	0	63,085 13
Total Expenditures	200,000	200,000

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Park Impact Fees	1,000,000	1,000,000
Appropriation from Fund Balance	0	185,397 28
Total Revenue	1,000,000	1,185,397

WEST VALLEY CITY PARK IMPACT FEES - FUND 32**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Park Impact Expenses	1,000,000	1,175,997 14,28
Transfers Out	0	9,400 14
Total Expenditures	1,000,000	1,185,397

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Fire Impact Fees - Facility	150,000	153,800 14
Total Revenue	150,000	153,800

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
Fire Station 74 Debt Transfer (GF)	150,000	150,000
Transfers Out	0	3,800 14
Total Expenditures	150,000	153,800

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Police Impact Fees	250,000	250,000
Appropriation from Fund Balance	0	3,800
Total Revenue	250,000	253,800

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Police Debt Serv Transfer to Gen Fd	250,000	250,000
Transfers Out	0	3,800
Total Expenditures	250,000	253,800

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
STORM WATER UTILITY:		
Storm Water Utility Fees	5,550,000	5,550,000
Appropriation from Fund Balance	1,541,807	3,996,213 ³⁰
Total Revenue	7,091,807	9,546,213

WEST VALLEY CITY STORM WATER UTILITY - FUND 36

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
STORMWATER OPERATIONS:		
Travel & Training	5,000	5,000
Equip Maintenance	60,000	60,000
Fuel	25,000	25,000
Auto Maintenance	52,000	52,000
Vehicle Parts	60,000	60,000
Utilities	35,000	35,000
Prof./Tech (internal)	521,604	521,604
Prof./Tech. (external)	90,000	90,000
Special Supplies	75,000	75,000
Insurance	10,000	10,000
Capital Equipment	378,000	632,406 ³⁰
Depreciation	1,541,807	1,541,807
Subtotal	2,853,411	3,107,817
STORMWATER ENIGEERING PROJECTS:		
Books/Dues	800	800
Travel & Training	10,000	10,000
Office Supplies	3,800	3,800
Equip. Maintenance	1,500	1,500
Fuel	5,000	5,000
Software	17,500	17,500
Prof/Tech (internal)	784,693	784,693
Prof./Tech. (external)	20,000	20,000
Special Supplies	11,000	11,000
Special Projects	2,157,752	2,147,552 ¹⁴
Capital Equipment	0	2,200,000 ³⁰
Subtotal	3,012,045	5,201,845
STORMWATER ADMINISTRATON:		
Public Notices	21,326	21,326
Travel/Training	2,000	2,000
Office Supplies	4,000	4,000
Prof/Tech (internal)	923,158	923,158
Prof./Tech. (external)	8,000	8,000
Transfer Out	267,867	278,067
Subtotal	1,226,351	1,236,551
Total Expenditure	7,091,807	9,546,213

THE DIVISION OF ARTS AND CULTURE - FUND 37

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Cultural Center:		
Cultural Center Revenue	400,000	400,000
Concessions/Alcohol Revenue	12,000	12,000
Catering Commission	15,000	15,000
Art Sales	10,000	10,000
Gallery Exhibits/Receptions	12,000	12,000
Day of the Dead	9,000	9,000
Summer Play	12,000	12,000
Total Revenue	470,000	470,000

THE DIVISION OF ARTS AND CULTURE - FUND 37

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Operations:		
Permanent Employees	1,465,097	1,465,097
Overtime	10,000	10,000
Temporary Employees	192,895	192,895
Employee Benefits	559,560	559,560
Books & Dues	5,000	5,000
Advertising	5,000	5,000
Travel & Training	6,000	6,000
Office Supplies	23,000	23,000
Equip. Maintenance	20,500	20,500
Gasoline	1,250	1,250
Auto Maintenance	900	900
Auto Parts	900	900
Software	10,000	10,000
Building & Grounds	50,000	50,000
Utilities	149,564	149,564
Telephone	12,000	12,000
Contingency	60,000	60,000
Professional Services	8,028	8,028
General Health	250	250
Special Supplies	25,000	25,000
Signs	2,500	2,500
Insurance	10,000	10,000
Sold Services	(321,544)	(321,544)
Special Projects	15,000	15,000
Gallery Exhibits/Receptions	15,000	15,000
WorldStage Concerts	20,000	20,000
Artrageous	43,000	43,000
Summer Concerts	30,000	30,000
Day of the Dead Celebration	10,000	10,000
Greek Show	5,000	5,000
Shakespeare Educational Program	5,000	5,000
Wasatch International Food Festival	60,000	60,000
Cost of Goods Sold	5,000	5,000
Transfer Out	20,392	20,392
Transfer In from GF	(1,431,086)	(1,431,086)
Transfer In from Foundation	(666,856)	(666,856)
Subtotal Operations	426,350	426,350
Maintenance:		
Equipment Maintenance	16,450	16,450
Gasoline	1,200	1,200
Building & Grounds	26,000	26,000
Subtotal Maintenance	43,650	43,650
Total Expenditures	470,000	470,000

WEST VALLEY ARTS FOUNDATION - FUND 38
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Arts Foundation:		
Donations/Contributions	400,000	400,000
Restricted Purpose Donations	45,000	45,000
Restricted Purpose Donations - Sustainab	69,000	69,000
Restricted Purpose Donations - Grants	289,000	289,000
Theatrical Productions	650,000	650,000
Total Revenue	<u>1,453,000</u>	<u>1,453,000</u>

WEST VALLEY ARTS FOUNDATION - FUND 38
EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
Operations:		
Professional/Technical	4,000	4,000
Special Supplies	19,960	19,960
Special Projects	15,000	15,000
Theatre Productions	660,584	660,584
Transfers Out	753,456	753,456
Transfers In	(40,010)	(40,010)
Appropriation to Fund Balance	40,010	40,010
Total Expenditures	<u>1,453,000</u>	<u>1,453,000</u>

WEST VALLEY CITY STREET LIGHTS - FUND 39**REVENUE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
STREET LIGHTS:		
Street Light Fees	1,250,000	1,250,000
Appropriation from Fund Balance	323,059	561,276 30
Total	1,573,059	1,811,276

WEST VALLEY CITY STREET LIGHTS - FUND 39**EXPENDITURE STATEMENT**

	Adopted 2024-2025	Sept 2023 Openings
STREET LIGHTS:		
Permanent Employees	226,731	226,731
O.T. Employees	1,000	1,000
Temporary Employees	4,000	4,000
Employee Benefits	96,328	96,328
Bks/Subscriptions/Memeberships	500	500
Travel/Training	4,000	4,000
Equipment Maintenance	200,000	355,060 30
Gasoline & Diesel	15,000	15,000
Utilities	120,000	120,000
Prof./Tech (internal)	43,550	43,550
Prof./Tech. (external)	150,000	150,000
Capital Equipment	220,000	220,000
Special Projects	330,796	413,953 30
Transfer Out	161,154	161,154
Total	1,573,059	1,811,276

CAPITAL IMPROVEMENTS FUND - FUND 45

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
REVENUES:			
Fire Apparatus Reimbursement	0	88,081	21,27
Gain on Sale of Asset	0	0	
Total Revenues	0	88,081	
OTHER SOURCES:			
Appropriation from Fund Balance	418,907	29,504,104	9,16,20,24,30
Total Other Sources	418,907	29,504,104	
Total Revenue and Other Sources	418,907	29,592,186	

CAPITAL IMPROVEMENTS FUND - FUND 45

EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
EXPENDITURES:			
Rolling Stock Lease Payments	576,526	576,526	
My Hometown Equipment	0	120,000	12
Facilities Projects	400,000	1,141,993	30
PW/RDA Weed Management	0	19,312	30
Wetlands Park Projects	0	2,839,900	30
Parkway Blvd Widening	0	3,172,639	30
4100 S Reconstruction	0	54,869	30
4700 S Reconstruction	0	340,795	30
Overlay Projects	0	26,850	30
City Courts/Legal Bldg	0	230,388	30
Energy Efficiency Upgrades	0	162,263	30
Crosstowne Trail	0	708,612	30
6800 West Improvements	0	1,188,741	30
Lancer Way Reconstruction	0	1,093,618	30
4100 S HAWK Signals Project	0	22,327	30
6800 West Pond Overflow	0	331,397	30
3900 South Roadway Improvements	0	3,000,000	30
UTA Midvalley BRT	0	550,750	30
2024 Asphalt Overlay	0	2,300,000	30
SFR Widening Project	0	1,842,843	30
Street Sign Replacement Project	0	380,423	30
4000 West Improvements	0	3,564,660	30
2200 W RAISE Grant	0	500,000	30
4800 W RAISE Grant	0	2,000,000	30
2025 Overlay Projects	0	859,783	30
7200 W Reconstruction	0	62,089	30
Parkway Blvd Wetlands Road Improv	0	900,000	30
Transportation Sales Tax Projects	3,300,000	4,336,331	11,30
Admin Special Projects	0	29,130	24
Finance Special Projects	0	3,024	30
CPD Special Projects	0	66,637	30
Police Special Projects	0	197,136	20,30
Fire Special Projects	0	332,874	1,9
Rolling Stock	429,000	1,275,901	16,30
Transfers Out	418,907	528,988	1,21,27
Transfers In	(4,705,526)	(5,168,610)	11,12
Total Expenditures	418,907	29,592,186	

THE RIDGE GOLF CLUB FUND - FUND 55
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATING REVENUE:		
Green Fees	1,010,000	1,010,000
Driving Range	60,000	60,000
Carts	485,000	485,000
Golf Club Rentals	2,000	2,000
Gratuities - Operations	6,000	6,000
Pro Shop	210,000	210,000
Grill/Catering	415,959	415,959
Gratuities - Grill & Catering	61,000	61,000
Miscellaneous	5,000	5,000
Gain on Sale of Assets	35,000	35,000
Appropriation from Fund Balance	200,036	506,817 ²⁸
Total Revenue	<u>2,489,995</u>	<u>2,796,776</u>

THE RIDGE GOLF CLUB FUND - FUND 55
EXPENSE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATING EXPENSES		
OPERATIONS:		
Personnel	450,615	450,615
Operations	177,564	177,564
Professional Services	71,405	71,405
Utilities	36,000	36,000
Operations Subtotal	<u>735,584</u>	<u>735,584</u>
MAINTENANCE:		
Personnel	449,992	449,992
Operating Supplies	225,760	538,541 ^{22,28}
Utilities	181,250	181,250
Maintenance Subtotal	<u>857,002</u>	<u>1,169,783</u>
GRILL/CATERING		
Personnel	376,067	376,067
Operating Supplies	66,100	66,100
Snack Bar Subtotal	<u>442,167</u>	<u>442,167</u>
COST OF SALES:		
Cost of Goods Sold	125,000	125,000
Grill/Snack Bar	170,000	170,000
Depreciation	200,036	200,036
Cost of Sales Subtotal	<u>495,036</u>	<u>495,036</u>
Total Operating Expenses	<u>2,529,789</u>	<u>2,842,570</u>
NON-OPERATING EXPENSES:		
Transfer In	(39,794)	(45,794) ²²
Transfer Out	0	0
Total Non-Operating Expenses	<u>(39,794)</u>	<u>(45,794)</u>
Total Expenses	<u>2,489,995</u>	<u>2,796,776</u>

STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATING REVENUE:		
Green Fees	1,272,741	1,272,741
Driving Range	35,000	35,000
Carts	520,000	520,000
Rental Clubs	11,000	11,000
Gratuities - Operations	17,000	17,000
Pro Shop	250,000	250,000
Grill/Catering	560,000	560,000
Gratuities - Grill & Catering	60,000	60,000
Misc.	5,000	5,000
Total Op. Revenue	2,730,741	2,730,741
NON-OPERATING REVENUE:		
Gain on Sale of Assets	0	0
Appropriation from Fund Balance	142,174	588,511 ²⁸
Total Non-Operating Rev	142,174	588,511
Total Revenue	2,872,915	3,319,252

STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATING EXPENSES		
OPERATIONS:		
Personnel	588,588	588,588
Operations	233,631	233,631
Professional Services	105,000	105,000
Utilities	45,000	45,000
Operations Subtotal	972,219	972,219
MAINTENANCE:		
Personnel	489,962	489,962
Operating Supplies	253,051	699,388 ²⁸
Utilities	195,750	195,750
Maintenance Subtotal	938,763	1,385,100
GRILL/CATERING:		
Personnel	377,936	377,936
Operating Supplies	82,400	82,400
Snack Bar Subtotal	460,336	460,336
COST OF SALES:		
Cost of Goods Sold	165,000	165,000
Grill/Snack Bar	225,000	225,000
Depreciation	142,174	142,174
Cost of Sales Subtotal	532,174	532,174
Total Oper Expenses	2,903,492	3,349,829
NON-OPERATING EXPENSES:		
Transfer In	(30,577)	(30,577)
Total Non-Operating Expenses	(30,577)	(30,577)
Total Expenses	2,872,915	3,319,252

GRANTS - FUND 60
REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
CDBG Projects	169,485	169,485	
HOME & Federal Grants	0	242,619	6,26
State Grants	0	57,136	25,26
Other Governmental Agencies	0	186,690	28
Subtotal	169,485	655,930	

GRANTS - FUND 60
EXPENDITURE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings	
Personnel	169,485	169,485	
General Operations	0	0	
CDBG Projects	0	0	
HOME & Federal Grants	0	242,619	6,26
State Grants	0	57,136	25,26
Other Governmental Agencies	0	186,690	28
Subtotal	169,485	655,930	

AMBULANCE FUND - FUND 66

REVENUE STATEMENT

	Adopted 2024-2025	Sept 2023 Openings
OPERATING REVENUE:		
Ambulance Fees	3,614,358	3,614,358
Collections Proceeds	115,000	115,000
Appropriation from Fund Balance	0	509,702 ¹⁹
Total Operating Revenue	<u>3,729,358</u>	<u>4,239,060</u>

AMBULANCE FUND - FUND 66

EXPENSE STATEMENT

	Adopted 2023-2024	Sept 2023 Openings
OPERATING EXPENSES		
OPERATIONS		
Permanent Employees	1,249,703	1,249,703
Overtime	46,970	46,970
Employee Benefits	535,133	535,133
Uniform Allowance	14,400	14,400
Travel/Training	5,825	5,825
Office Supplies	2,390	2,390
Equipment Maint.	2,987	2,987
Gas/Diesel	30,588	30,588
Auto Maintenance	52,974	52,974
Auto Parts	43,000	43,000
Prof/Tech WVC	400,000	400,000
Billing Services	165,000	165,000
Ambulance Service Provider Assess.	115,000	115,000
Public Safety Supplies	93,450	93,450
Insurance	7,650	7,650
Capital Equipment	0	509,702 ¹⁹
Depreciation	379,434	379,434
Total Operating Expenses	<u>3,144,504</u>	<u>3,654,206</u>
NON-OPERATING EXPENSES:		
Lease Agreement	372,371	372,371
Transfer Out to CIP	212,483	212,483
Total Non-Operating Expenses	<u>584,854</u>	<u>584,854</u>
Total Expenses	<u>3,729,358</u>	<u>4,239,060</u>

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
JULY 2024 - SEPT 2024
WEST VALLEY CITY CORP.
FISCAL YEAR 2024-2025

No.	Amount	Description	Source
ROLLOVERS			
4	\$ 100,000.00	Rollover Unused Fire Dept Deployment Reimbursement Funds <i>(Will be used for Overtime and Travel/Training)</i>	General Fund Balance
5	\$ 480.33	Rollover Victims Assistance Funds <i>(Rollover Donated Funds to Assist Victims of Domestic Violence)</i>	Restricted General Fund Balance
8	\$ 42,000.00	Rollover PO#24-006480 for VMWare <i>(Annual Maintenance for the software to Manage the City's Virtual Servers)</i>	General Fund Balance
9	\$ 354,873.56	Rollover Fire Dept. Reimbursements for Out of State Fire Suppression Deployments in FY 23-24 <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	Restricted CIP Fund Balance
10	\$ 104,304.14	Rollover Emergency Management Division Funds FY 23-24 <i>(Emergency Management Operations)</i>	General Fund Balance
11	\$ 343,084.49	Rollover Transportation Sales Tax Received in FY 23-24 <i>(Transportation Sales Tax Revenue received in FY 23-24 was above the Budgeted amount for last year)</i>	Restricted General Fund Balance
15	\$ 5,530.88	Rollover My Hometown Donations from FY 23-24 <i>(Rollover Unspent Donations from FY 23-24)</i>	General Fund Balance
16	\$ 59,065.00	Rollover Sale of Vehicle Funds Received in FY 23-24 <i>(Will be used for the purchase of new vehicles)</i>	CIP Fund Balance
17	\$ 17,738.37	Rollover Unspent Healthy West Valley Donations FY 23-24 <i>(Donations used by the Healthy West Valley Committee)</i>	General Fund Balance
18	\$ 124,718.75	Rollover Mitigation Grant Funds for the Overflow Shelter <i>(Grant Funds for Overtime Pay for the Police and Fire Departments)</i>	State of Utah
19	\$ 509,702.00	Rollover New Ambulances for Fire Department <i>(Purchase of New Ambulances were approved in a Previous Fiscal Year)</i>	Ambulance Fund Balance
23	\$ 9,667.36	Rollover My Hometown Donated Funds <i>(Donations for Operation My Hometown)</i>	Restricted General Fund Balance
26	\$ 41,942.17	Rollover 2023 Liquor Tax Grant <i>(Funds used for equipment, DUI enforcement and alcohol cessation programs)</i>	State of Utah

No.	Amount	Description	Source
26	\$ 125.59	Rollover 2021 JAG Grant (Justice Assistance Grant used for Police Special Supplies)	US Dept of Justice
26	\$ 3,940.85	Rollover 2022 JAG Grant (Justice Assistance Grant used for Police Special Supplies)	US Dept of Justice
26	\$ 76,613.24	Rollover 2023 JAG Grant (Justice Assistance Grant used for Police Special Supplies)	US Dept of Justice
26	\$ 9,800.00	Rollover DPS Mental Health Grant (Mental Health Grant Awarded to WV Police Dept)	State of Utah
28		Rollovers for Parks & Rec Projects, FFC,and Harman Senior Center Donations	
28	\$ 186,690.00	Westview Park Challenge Course Grant	State of Utah
28	\$ 10,669.36	Rollover Program Funds for Harman Senior Center	Restricted General Fund Balance
28	\$ 64,176.72	Rollover ULCT Healthy Community Grant	FFC Fund Balance
28	\$ 33,580.76	Rollover Swim Team Donations	FFC Fund Balance
28	\$ 185,396.68	Rollover Impact Fees PO's 6586,6600,7130	Park Impact Fees Fund Balance
28	\$ 306,781.38	Rollover The Ridge Golf Course Equipment	The Ridge Fund Balance
28	\$ 446,337.35	Rollover Stonebridge Golf Course Equipment	Stonebridge Fund Balance
30		Rollover CIP/Public Works On-Going Projects	
30	\$ 266.43	Rollover Public Works PO 5161 Supplies not yet received	Restricted General Fund Balance
30	\$ 34,445.00	Pavement Management	Restricted C Roads Fund Balance
30	\$ 602,137.27	Rollover PO's 1614, 1615, 4788, 5259, 5260, 6263 Equipemnt not yet received	Restricted C Roads Fund Balance
30	\$ 254,406.00	Rollover PO's 3903, 5260 Equipment not yet received	Restricted Storm Water Fund Balance
30	\$ 2,200,000.00	Rollover Brighton Canal Ditch SD Project	Restricted Storm Water Fund Balance
30	\$ 24,521.03	Street Light Infill Project	Restricted Street Light Fund Balance
30	\$ 58,636.07	Rollover Lake Park Lighiting Restoration	Restricted Street Light Fund Balance
30	\$ 155,060.00	Rollover PO's 5708 Equipment not yet received	Restricted Street Light Fund Balance
30	\$ 219.80	Rollover PO's 5355 Supplies not yet received	Restricted Sanitation Fund Balance
30	\$ 741,992.52	PW Facilities Projects	Restricted CIP Fund Balance
30	\$ 230,387.96	City Court/Legal Dept Construction	Restricted CIP Fund Balance
30	\$ 19,311.67	PW/RDA Weed Management	Restricted CIP Fund Balance
30	\$ 2,839,900.00	Wetlands Park Project	Restricted CIP Fund Balance
30	\$ 3,172,639.21	Parkway Blvd Widening MVC 6400 W	Restricted CIP Fund Balance
30	\$ 54,869.22	4100 S Reconstruction	Restricted CIP Fund Balance
30	\$ 340,794.98	4700 S Reconstruction	Restricted CIP Fund Balance
30	\$ 708,611.86	Crosstowne Trail-2700 W to Bangerter	Restricted CIP Fund Balance
30	\$ 1,188,741.00	6800 West Improvements	Restricted CIP Fund Balance
30	\$ 26,849.75	3100 S ATP Overlay Project	Restricted CIP Fund Balance
30	\$ 1,093,617.55	Lancer Way Reconstruction	Restricted CIP Fund Balance
30	\$ 22,326.61	4100 S Hawk Signals Project	Restricted CIP Fund Balance
30	\$ 331,397.00	6800 West Pond Overflow	Restricted CIP Fund Balance
30	\$ 3,000,000.00	3900 South Roadway Improvements	Restricted CIP Fund Balance
30	\$ 550,750.00	UTA Midvalley BRT	Restricted CIP Fund Balance
30	\$ 2,300,000.00	2024 Asphalt Overlay	Restricted CIP Fund Balance
30	\$ 1,842,842.79	SFR Widening Project	Restricted CIP Fund Balance
30	\$ 380,422.97	Street Sign Replacement Project	Restricted CIP Fund Balance
30	\$ 3,564,660.00	4000 West Improvements	Restricted CIP Fund Balance
30	\$ 500,000.00	2200 W RAISE Grant	Restricted CIP Fund Balance

No.	Amount	Description	Source
30	\$ 2,000,000.00	4800 W RAISE Grant	Restricted CIP Fund Balance
30	\$ 859,783.02	2025 Overlay Project	Restricted CIP Fund Balance
30	\$ 62,088.83	7200 West Reconstruction (3500 S - 4100 S)	Restricted CIP Fund Balance
30	\$ 900,000.00	Parkway Blvd Wetlands Road Improv	Restricted CIP Fund Balance
30	\$ 693,246.16	Transportation Sales Tax Funds	Restricted CIP Fund Balance
30	\$ 3,024.30	Finance Dept One-Time Capital Projects	Restricted CIP Fund Balance
30	\$ 66,636.51	CPD One-Time Capital Projects	Restricted CIP Fund Balance
30	\$ 37,136.12	Police One-Time Capital Projects	Restricted CIP Fund Balance
30	\$ 217,825.26	Rolling Stock	Restricted CIP Fund Balance
30	\$ 159,964.00	Rollover Public Works PO 6503,5260 Vehicles and Add On Equipment not yet received	Restricted CIP Fund Balance
30	\$ 162,262.59	US Bank Lease #20 Energy Efficiency	Lease Proceeds
30	\$ 410,047.00	Rolling Stock Fire Dept	Lease Proceeds
GRANTS			
6	\$ 161,939.31	VOCA Grant #24VOCA50 FY 2024-25 (Salaries, Benefits, Travel/Training and Direct Aid for Victim Advocates)	State of Utah
7	\$ 15,000.00	CDBG Funds for Victims Services (Funding for Victims Services from CDBG Grant)	HUD
25	\$ 5,394.00	EMS Grant FY 24-25 - Fire Dept (Emergency Medical Services Grant for Fire Dept.)	State of Utah
OTHER			
1	\$ 22,000.00	New Temporary employee for Fire Emergency Management (Part-time employee to help with the Fire Departments Wildland Program)	Deployment Reimbursements
2	\$ 2,211,394.89	Transfer Budget from Admin to Fire (Transfer Budget from Central Communications & Services to Emergency Management Operations)	General Fund Existing Budget
3	\$ 347,040.57	Transfer Budget from Community Development to Admin. (Transfer Budget for Neighborhood Services from Comm Development to Admin)	General Fund Existing Budget
12	\$ 120,000.00	Operation My Hometown Equipment (Purchase of a Tractor and Aerial Lift)	General Fund Balance
13	\$ 57,485.00	Parametrix Road Impact Fees Analysis (Analysis to Update the City's Major Street Plan and Road Impact Fees)	Road Impact Fees Existing Budget
14		LRB Impact Fee Analysis	
14	\$ 10,200.00	Storm Water Utility Fees	Storm Water Existing Budget
14	\$ 5,600.00	Road Impact Fees	Road Impact Fee Existing Budget
14	\$ 9,400.00	Park Impact Fees	Park Impact Fee Existing Budget
14	\$ 3,800.00	Fire Impact Fees	Fire Impact Fees
14	\$ 3,800.00	Police Impact Fees	Police Impact Fee Fund Balance
20	\$ 160,000.00	Firearm Equipment for the Police Department (Approved One-Time Program Mod Purchase FY 24-25)	CIP Fund Balance
21	\$ 53,360.84	Fire Dept Reimbursement for Gulch, AZ Deployment (Used for Fire Dept Overtime)	State of Utah

No.	Amount	Description	Source
22	\$ 6,000.00	The Ridge Fountain Repair <i>(Repair of the Fountian on the Grounds of The Ridge Golf Club)</i>	General Fund Existing Budget Transferred to The Ridge
24	\$ 29,130.02	Justice Court Computers <i>(Replacement Computers for the Justice Court)</i>	CIP Fund Balance
27	\$ 34,720.59	Fire Dept Overtime <i>(Reimbursement for the Deer Springs Deployment)</i>	State of Utah
29	\$ 17,179.00	Purchase of Cellphones, Computers and Radio Equipment <i>(Use of Sales of Surplus Equipment to Purchase New Cellphones, Computers and/or Radios)</i>	Sale of Surplus Equipment

+Item #:	1
Fiscal Impact:	
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

Authorization to enter a cooperative training agreement with St. Marks Hospital and Lone Peak Hospital.

SYNOPSIS:

This issue paper seeks authorization for the West Valley City Fire Department to enter a cooperative training agreement with St. Marks and Lone Peak Hospitals, both a part of HCA Healthcare, Inc. Mountain Division. Wherein these facilities will allow appropriately trained and supervised paramedics from WVC Fire to perform required training in the clinical setting.

BACKGROUND:

West Valley City Fire Department is seeking authorization to enter a training agreement with St. Marks Hospital for clinical practice and training in advanced airway management. WVC Fire has an established and demanding training requirement that our Critical Care Paramedics and Paramedics trained to perform Rapid Sequence Intubation must have one clinical training session per year in an operating theater to maintain their certification.

Whereas these training facilities and willing partners are in high demand and short supply, it is important that such opportunities and partnerships be made whenever possible.

The requirements placed on WVC Fire are that all participating paramedics have proof of professional liability coverage (all personnel are already covered). That all participants possess the necessary clinical experience and training for the activity. And that all participants comply with the rules and policies of the hosting facility, in addition to any applicable laws and regulations.

RECOMMENDATION:

Authorize WVC Fire to enter a cooperative training agreement with St. Marks and Lone Peak Hospitals.

SUBMITTED BY:

Aaron Kissell – Captain, Medical Division

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A TRAINING AGREEMENT WITH LONE PEAK
HOSPITAL, INC. AND NORTHERN UTAH HEALTHCARE
CORPORATION.**

WHEREAS, the City desires to obtain training opportunities for Fire Department personnel; and

WHEREAS, Lone Peak Hospital, Inc. and Northern Utah Healthcare Corporation (“Providers”) operate health care facilities suitable for said training; and

WHEREAS, an Affiliation Agreement for Non-Physician Clinical Professionals (the “Agreement”) has been prepared by and between the City and Providers to establish the terms and conditions by which Providers will make training opportunities available; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the form of the Agreement by the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

AFFILIATION AGREEMENT FOR NON- PHYSICIAN CLINICAL PROFESSIONALS

THIS AFFILIATION AGREEMENT FOR NON-PHYSICIAN CLINICAL PROFESSIONALS (this "Agreement") is made as of September, 1, 2024 (the "Effective Date") by and between West Valley City Fire Department ("EMS Agency ") and Lone Peak Hospital, Inc., d/b/a Lone Peak Hospital ("LPH") and Northern Utah Healthcare Corporation d/b/a St. Mark's Hospital ("SMH") ("Hospital"). EMS Agency and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, EMS Agency offers to its Non-Physician Clinical Professionals to include Paramedics, Emergency Medical Technicians opportunities for outreach clinical training (the "Program");

WHEREAS, EMS Agency desires to provide to its Non-Physician Clinical Professionals a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to EMS Agency for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF OUTREACH AGENCY.

- (a) **Clinical Program.** EMS Agency will develop, implement and operate the clinical learning experience component of the Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). EMS Agency may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, EMS Agency will:
 - (i) ensure the adequacy of Program resources, including up-to-date reference materials, and the academic preparation of participants enrolled in the Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those participants who have demonstrated the ability to successfully participate in the Clinical Program (each a "Program Participant");
 - (ii) provide training and orientation and document the provision of such training and orientation for each Program Participant (defined below) with respect to applicable Hospital policies and procedures
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Program Participant evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in training as soon as that information is reasonably available to EMS Agency ;

- (v) ensure that Program Participants comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
- (vi) ensure that Program Participants treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Program Participant throughout each Rotation and coordinate the same with Hospital;
- (viii) ensure that Program Participant arrive early for each scheduled rotation, except when a Program Participant is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Program Participant Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and ensure that Program Participants participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) EMS Agency will retain ultimate responsibility for the appointment of faculty from the Program to support the Clinical Program, for educating and supervising Program Participant and for evaluating Program Participants' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Program Participants, Program faculty and other EMS Agency representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Facility's Administrator while onsite at the Facility.
- (iii) EMS Agency will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, Outreach Agency's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(c) **Compliance with Program Requirements.** EMS Agency acknowledges that compliance by EMS Agency and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) **Dress Code.** EMS Agency will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. EMS Agency will cause Program Participants to pay for their own meals at the

Facility. EMS Agency acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

- (e) **Use of the Facility.** EMS Agency will ensure that Program Participants use the Facility solely for the purpose of providing to Program Participants clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EMS Agency will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to EMS Agency a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EMS Agency will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** EMS Agency shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each rotation.
- (i) **Liability Insurance.** EMS Agency shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, EMS Agency shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). EMS Agency shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for EMS Agency-employed Program Participants. EMS Agency shall provide evidence of worker's compensation coverage, which complies with state law, for each Program Participant providing services at Hospital through the Clinical Program. EMS Agency will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.
- (j) **Health of Program Participants.** EMS Agency acknowledges that as between Hospital and Outreach Agency, EMS Agency is responsible for arranging for each Program Participant's medical care and/or treatment, including transportation, in case of illness or injury while participating in the Clinical Program. EMS Agency further acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Vaccination*

Status via form in **Exhibit C** prior to initial rotation, which would attest to the following immunizations.

- i. Negative Tuberculin skin test
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - iii. Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - iv. Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - v. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - vi. Proof of Tdap immunization.
- (k) **Performance.** All faculty provided by EMS Agency to support the Clinical Program shall be faculty members of the Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by Outreach Agency. EMS Agency and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of EMS Agency as may be in effect from time to time. Neither EMS Agency nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

(l) **Background Checks.**

EMS Agency shall provide to Division Contact (noted on page 11) an *Attestation of Satisfactory Background Investigation* in the form attached hereto as **Exhibit C** prior to initial rotation. If the background check discloses adverse information about a Program Participant, EMS Agency shall immediately remove the participant from the Clinical Program

- (i) EMS Agency will ensure that each Program Participant attests prior to initial rotation, a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years
 - D. Sex Offender and Predator Registry Search;
 - E. HHS/OIG Exclusions Database;
 - F. GSA List of Parties Excluded from Federal Programs;

G. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and

H. Applicable State Exclusion List, if available.

(ii) Background Checks for Program Participants who will be treating patients in the Facility shall also attest to all of the above, and the following:

A. Education verification (highest level);

B. Professional license verification;

C. Certifications & Designations check;

D. Professional Disciplinary Action search;

E. Department of Motor Vehicle Driving History, based on responsibilities; and

F. Consumer Credit Report, based on responsibilities.

(m) **Documentation.** EMS Agency will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g) - (m) of this Agreement during the Term and for at least six (6) years following expiration or termination of this Agreement.

(n) **Access to Resources.** The EMS Agency shall ensure that its department heads have authority to ensure faculty and Program Participant access to appropriate resources for the Program Participants' education.

2. RESPONSIBILITIES OF HOSPITAL.

(a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with Outreach Agency's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Program Participants to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

(b) Upon the request of Outreach Agency, Hospital shall assist EMS Agency in the evaluation of each Program Participant's performance in the Clinical Program. Any such evaluations shall be returned to EMS Agency in a timely manner. However, EMS Agency shall at all times remain solely responsible for the evaluation and education of Program Participants.

(c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Program Participant is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Program Participant, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the

injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such participant to the nearest emergency facility.

- (d) Intentionally left blank
 - (e) Upon reasonable request, Hospital will provide proof to EMS Agency that Hospital maintains liability insurance in an amount that is commercially reasonable.
 - (f) Hospital will provide written notification to EMS Agency if a claim arises involving a Program Participant. Both Hospital and EMS Agency agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
 - (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Program Participant to the role of observer when necessary in Hospital's discretion. Hospital will notify Outreach Agency's Program Representative (defined below) when such action has occurred.
 - (h) Upon reasonable notice from Outreach Agency, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. EMS Agency will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
 - (i) Intentionally left blank.
 - (j) Hospital shall provide security badges or other means of secure access to Facility patient care areas.
 - (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Hospital shall provide secure storage space for Program Participants' personal items when at the Facility.
 - (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of Program Participants using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. Outreach Agency's Program Representative shall be a faculty member who will be responsible for Program Participant teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its

Program Representative is reasonably available to the other Party's Program Representative.

- (b) EMS Agency will provide qualified and competent Program faculty in adequate number for the instruction, assessment and supervision of Program Participants at the Facility.
- (c) Both EMS Agency and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) EMS Agency acknowledges, and will inform Program Participants that Program Participants are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or Outreach Agency. Program Participants are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Program Participant's level of training.
- (e) Any courtesy appointments to faculty or staff by either EMS Agency or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both EMS Agency and Hospital will work together to create and maintain an appropriate learning environment for the Program Participants.
- (g) The EMS Agency, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Program Participant. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING PARTIES. Hospital may immediately remove a Program Participant from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, EMS Agency will immediately remove the Program Participant from the Clinical Program. It is understood that only EMS Agency can dismiss the Program Participant from the Clinical Program. EMS Agency may terminate a Program Participant's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the Program Participant would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. EMS Agency on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If EMS Agency or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, EMS Agency will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. EMS Agency will and will cause Program Participants not to bill Hospital patients for services provided. EMS Agency will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EMS Agency nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EMS Agency shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Program Participants will not be considered employees or agents of Hospital or EMS Agency for any purpose. Program Participants will not be entitled to receive any compensation from Hospital or EMS Agency or any benefits of employment from Hospital or Outreach Agency, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EMS Agency acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EMS Agency or Program Participants.

7. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Program Participants, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. INDEMNIFICATION. To the extent permitted by applicable law and without waiving any defenses, EMS Agency shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of EMS Agency or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

9. CONFIDENTIALITY. EMS Agency will ensure that Program Participants keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful effects of such disclosure. EMS Agency shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. TERM; TERMINATION.

- (a) The term of this Agreement will commence on the Effective Date and will continue for five (5) year unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Program Participants participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to EMS Agency in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EMS Agency hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that, EMS Agency and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EMS Agency, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EMS Agency will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EMS Agency or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. USE OF NAME OR LOGO. EMS Agency will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. CAPTIONS. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** EMS Agency may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lone Peak Hospital
11925 State Street
Draper Utah 84020

St. Mark's Hospital
1200 E 3900 S
Millcreek, Utah 84124

Division Contact: Kelsie Olsen
Assistant Vice President of Business Development & Access
kelsie.olsen@hcahealthcare.com

Copy to: HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203
Attention: Operations Counsel

If to EMS Agency: West Valley City Fire Department
3600 S Constitution Boulevard
West Valley City Utah 84119

Or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but

one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EMS Agency agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EMS Agency further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EMS Agency will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EMS Agency to cause the admittance of a patient to Hospital or to use Hospital’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EMS Agency acknowledges that the injury which might be suffered by Hospital in the event of any breach by EMS Agency or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

**West Valley City Fire Department
EMS AGENCY**

By: _____
Title: _____
Date: _____

Approved as to form 9/18/2024

Brandon Hill

Lone Peak- HOSPITAL

By: Brain Lines
Title: CEO
Date: _____

St. Marks- HOSPITAL

By: Andrew Zenger
Title: Interim CEO
Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lone Peak Hospital, Inc., d/b/a Lone Peak Hospital ("LPH") and Northern Utah Healthcare Corporation d/b/a St. Mark's Hospital ("SMH") ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: West Valley Ceity Fire Department ("EMS Agency ") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EMS Agency or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part – Personal Security:

1. I understand that I will be assigned a unique identifier (*e.g.*, 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (*e.g.*, SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - d. I am aware of any activity that violates this agreement, privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature:	Date:
Printed Name:	Business Entity Name:

EXHIBIT C

Attestation of Satisfactory Background Investigation and Immunization Records

On behalf of West Valley City Fire Department ("EMS Agency"), I acknowledge and attest to Lone Peak Hospital, Inc., d/b/a Lone Peak Hospital ("LPH") and Northern Utah Healthcare Corporation d/b/a St. Mark's Hospital ("SMH") ("Hospital") that we own, and have in our possession, a background investigation report and immunization records on the individual identified below. Such background investigation is satisfactory in that it:

- _____ does not reveal any criminal activity;
- _____ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- _____ no other aspect of the investigation required by Employer reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

Signature

Printed Name

[Name of Organization]

Date: _____

Item #:	
Fiscal Impact:	Not to exceed: \$83,660.10
Funding Source:	Sanitation Fees
Account #:	27-7560-40480-00000-0000
Budget Opening Required:	No

ISSUE:

Authorization to purchase garbage cans.

SYNOPSIS:

The purchase of garbage containers from Toter (Wastequip), through OMNIA Partners purchasing coop, for use in residential curbside waste collection.

BACKGROUND:

The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans and to replace damaged cans.

The pricing for the containers is based upon a bid award to other government entities and the containers are procured through OMNIA Partners, a national purchasing organization. The bids obtained through this organization enable the City to benefit from very competitively priced bids from another government agency, satisfying the City’s procurement requirements.

This resolution authorizes the purchase of 1,248 garbage containers.

RECOMMENDATION:

Authorize the Public Works Department to spend \$83,660.10 to purchase garbage containers.

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
GARBAGE CANS FROM WASTEQUIP.**

WHEREAS, West Valley City wishes to purchase new garbage cans to replace aging and unusable cans; and

WHEREAS, Wastequip has been awarded a contract through an interlocal purchasing cooperative to supply said products; and

WHEREAS, the price awarded to Wastequip is within price parameters and meets the City's needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to purchase said products.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase garbage cans from Wastequip for an amount not to exceed \$83,660.10 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



1661 Frontera Rd, Del Rio, TX, 78840
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10322583

Sell To:

Contact Name	Paul Love	Ship To Name	City of West Valley City
Bill To Name	City of West Valley City	Ship To	2805 S 3600 W
Bill To	2855 S 3600 W		West Valley City, UT 84119
	West Valley City, UT 84119-1644		USA
	USA	Quick Ship	☐
Email	paul.love@wvc-ut.gov		
Phone	(801) 963-3379		

Quote Information

Salesperson	Steve Ortmayer	Expiration Date	9/11/2024
Salesperson Email	sortmayer@wastequip.com	Quote Number	WQ-10322583
Salesperson Phone	720-387-6696		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - OMNIA	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-OMNIA	Omnia Cart - \$59.85 BHS - \$0.50 Snap on - \$0.00 Total - \$60.35	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Snap-on ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$60.35	\$37,658.40

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$37,658.40
Shipping Terms	FOB Origin	Shipping	\$4,171.83
		Tax	\$0.00
		Grand Total	\$41,830.23

Special Instructions

Special Instructions Customer responsible for offloading carts from Carrier trailer.

Shipping Details

Shipping Instructions Please ensure the cart stacks are bagged at warehouse for transit. Last order we neglected to do this.

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at:



1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10322583

<https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional
Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract
Information

Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 226024-2 as awarded by the City of Tucson on 06-15-2023. Per the terms of this contract, pricing and products are evaluated per this contract based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 6-15-2023 (then current freight applied at time of each order). Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Neighborhood: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to amend a development agreement with CCWV, LLC.

SYNOPSIS:

This resolution authorizes an amendment to a development agreement between the City and CCWV, LLC to address the use of overhead doors on an existing building at 3076 South Decker Lake Drive.

BACKGROUND:

The City entered into a development agreement with CCWV, LLC in 2021 for a new commercial building at 3076 South Decker Lake Drive. The original agreement addressed setbacks and landscaping requirements. With the building now completed, the owner is now requesting a zone change to allow more tenant options. Given the adjoining hotels and residential uses, the Planning Commission was concerned about potential noise issues from future tenants. To address this concern, the Planning Commission recommended a development agreement amendment that includes the following provisions:

“All overhead doors on the building shall remain closed while any work is being conducted within the building. Overhead doors shall only be opened to allow vehicles to enter or exit the building and for loading or unloading items.”

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A DEVELOPMENT AGREEMENT
WITH CCWV, LLC FOR PROPERTY LOCATED AT
APPROXIMATELY 3076 SOUTH DECKER LAKE DRIVE.**

WHEREAS, a development agreement (“Agreement”) was previously approved between West Valley City and CCWV, LLC (the “Developer”); and

WHEREAS, Developer desires to amend the Agreement to modify certain development standards applicable to the development; and

WHEREAS, an amendment to the Agreement (“First Amendment”) has been prepared for execution by and between West Valley City and Developer; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the First Amendment to the Development Agreement between West Valley City and Developer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City that the First Amendment to the Development Agreement with Developer is hereby approved, and that the Mayor is hereby authorized to execute said Amendment for and in behalf of West Valley City, subject to approval of the final form of the Amendment by the City Manager and the City Attorney’s office.

PASSED, APPROVED and MADE EFFECTIVE this ___day of _____,
2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is entered into this _____ day of _____, 2024, by and between WEST VALLEY CITY (“City”), a municipal corporation of the state of Utah, and CCWV, LLC (“Developer”), a Utah limited liability company. The City and the Developer are referred to in this Amendment collectively as the “Parties” and individually as a “Party”.

W I T N E S S E T H

WHEREAS, the City and Developer entered into a Development Agreement (the “Original Agreement”) on November 17, 2021, in which the City and Developer established minimum standards for a commercial development located on 1.0 acre of real property; and

WHEREAS, the Developer proposes to modify certain development standards; and

WHEREAS, the Parties wish to amend the Agreement to implement the proposed changes;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in the Original Agreement and this Amendment, the Parties agree that the Original Agreement is amended as set forth herein.

1. Exhibit “B”, subsection (5) is hereby added as follows:

5. All overhead doors on the building shall remain closed while any work is being conducted within the building. Overhead doors shall only be opened to allow vehicles to enter or exit the building and for loading or unloading items.

2. All other terms and conditions of the Original Agreement not specifically amended herein shall remain unchanged and in full force and effect.
3. This Amendment shall be effective on the date upon which the last Party executes by signature below.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment, on or as of the date first above written.

(Signatures follow)

WEST VALLEY CITY:

By: _____
Mayor

ATTEST:

City Recorder

DEVELOPER:

By: _____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of **CCWV, LLC**, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public