RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – October 4, 2016

5:30 p.m. – Work Session *(City Council Conference Room)*
No motions or decisions will be considered during this session, which is open to the public.

6:00 p.m. – Council Meeting *(Council Chambers)*

A. Welcome & Roll Call

B. Pledge of Allegiance

C. Moment of Silence

D. Open Communications

(This is an opportunity to address the City Council regarding your concerns or ideas. Please try to limit your comments to three minutes.)

E. Presentations and Reports

1. Mayor's Report
   a. Council Committee Assignment Reports

2. Report/Update regarding storm damage

F. Action Items

1. a. Public Hearing to receive and consider comment regarding declaring city property as surplus and authorizing the sale thereof.

   b. Consideration of Resolution 2016-23, declaring city property as surplus and authorizing the sale thereof.

   Presented by: Cody Cardon, Business Administrator

2. a. Public Hearing to receive and consider comments regarding amending the Culinary Water budget for fiscal year 2016-2017 to accommodate emergency well repairs.

   b. Consideration of Resolution 2016-24, regarding amending the Culinary Water budget for fiscal year 2016-2017 to accommodate emergency well repairs.
   Presented by: Shawn Douglas, Public Works Director

3. Consideration of bid award for 2017 "Old Glory Days" Fireworks Show to Lantis in the amount of $17,000.

   Presented by: Jared Sholly, Fire Chief

4. Consideration of Resolution 2016-25, Inter-local agreement between Riverdale City and Utah State Second District Juvenile Court for graffiti removal.

   Presenter: Scott Brenkman, Police Chief

G. Discretionary Items

H. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 X 1232 at least 48 hours in advance of the meeting. The Public is invited to attend City Council Meetings.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted and published on September 30, 2016 the following places: the Riverdale City Hall Noticing Board, the Riverdale City website: http://www.riverdalecity.com/, and the Utah Public Notice website: http://www.utah.gov/pmn/index.html. A copy was also given to the Standard-Examiner on September 30, 2016.

Jackie Manning
Riverdale City Recorder

RIVERDALE CITY
CITY COUNCIL AGENDA
October 4, 2016

AGENDA ITEM: F1a&b

SUBJECT: Public Hearing to receive and consider comment regarding declaring city property as surplus and authorizing the sale thereof. Consideration of Resolution 2016-23.

PRESENTER: Cody Cardon, Business Administrator

INFORMATION:

a. Executive Summary

b. Resolution 2016-23

c. Surplus List

BACK TO AGENDA

City Council Executive Summary

For the Council meeting on:	Petitioner:
October 4, 2016	Cody Cardon, Business Administrator

Summary of Proposed Action

Consideration of Resolution 2016-23: declaring city property as surplus and authorizing the sale thereof.

Summary of Supporting Facts & Options

A public hearing has been scheduled to receive public comment regarding property to be considered as surplus. City Council action is required to declare the items as surplus (see attached list of surplus items).

Legal Comments - City Attorney

Steve Brooks, Attorney

Fiscal Comments - Treasurer/Budget Officer

Cody Cardon, Business Administrator

Administrative Comments - City Administrator

Rodger Worthen, City Administrator

Riverdale City

RESOLUTION 2016-23

A RESOLUTION DECLARING PROPERTY HELD BY THE CITY AS SURPLUS OR OTHERWISE NO LONGER VIABLE FOR CITY USE OR PURPOSES, AND AUTHORIZING THE USE OR SALE OF THE SAME.

WHEREAS, from time to time, the life of certain city property has expired or it's usefulness to the city no longer exists or necessitates its replacement; and

WHEREAS, Utah Code (UCA) 77-24a-5 and Riverdale City Code (RCC) 1-9-6, et. seq. and 1-9-7, determines the process for qualifying and disposition of city-owned property; and

WHEREAS, the City has complied with all state and local ordinances concerning the disposition and sale of police held or other city surplus property; and

WHEREAS, this resolution expresses the Council's intent to declare the property, now held by the City, as surplus or for public use; and

BE IT RESOLVED by the City Council of Riverdale City, Utah:

Section 1: That the property listed in Exhibit A, attached hereto and incorporated herein, is found and declared as city surplus;

Section 2: That the City administration is authorized to use, sell, convert or otherwise dispose of any unclaimed or other surplus property that is currently in the custody of the City in accordance with state and local rules and regulations;

Section 3: That this Resolution repeals all legislation previously enacted inconsistent with the terms and conditions contained herein and shall be in full force and effect from and after the earliest period allowed by law.

PASSED this 4th day of October, 2016.

_____

Norm Searle, Mayor

Attest:

_____

Jackie Manning
City Recorder

Exhibit A

Surplus Property List 10-04-2016

Public Works

- 2007 Chevrolet 3500 Silverado Truck Mileage: 104,169. Includes a Western Ultra Finish snow plow.

Fire

- 2004 Seagrave 100 foot Ladder Truck with 525 HP Cat with an Allison Transmission. Includes a 250 gallon tank with a Darley 1750 GPM pump. Mileage: 30,000

- 2000 Kubota

RIVERDALE CITY
CITY COUNCIL AGENDA
October 4, 2016

AGENDA ITEM: F2a&b

SUBJECT: Public Hearing to receive and consider comment regarding amending the Culinary Water Budget for fiscal year 2016-2017 to accommodate emergency well repairs.
Consideration of Resolution 2016-24.

PRESENTER: Shawn Douglas, Public Works Director

INFORMATION:
a. Executive Summary

b. Resolution 2016-24

c. Budget Amendment

BACK TO AGENDA

City Council Executive Summary

For the Council meeting on: October 4, 2016	Petitioner: Shawn Douglas, Public Works Director

Summary of Proposed Action

(X) Approve ( ) Deny (X) Discussion ( ) Review ( ) Other Action	Proposal to amend current fiscal year budget 2017 (2017-2017)

Summary of Supporting Facts & Options

On the morning of August 22, 2016, the shaft in one of our primary culinary water wells, located on 1050 West, broke resulting in the well shutting done and a massive loss of water to the city. As a contingency for situations like this, the city has a contract with Weber Basin Water to provide additional water in times of need. That amount is limited and does result in additional costs to the city. This well needs to be replaced.

In an effort to mitigate those additional costs, my department and the administration immediately began working on securing the services and materials to replace the broken shaft. This expenditure was not foreseen and is unpredictable in any current budget year and was not submitted as part of this year's fiscal budget.

As of today's date the costs are roughly $45,000.00, with a few minor expenditures still outstanding, to complete the repair work and have the well back in operation. I am requesting a budget amendment amount, not to exceed $50,000.00, in order to complete the project and return the 1050 West well back to full capacity.

Legal Comments - City Attorney

Steve Brooks, Attorney

Fiscal Comments - Treasurer/Budget Officer

Cody Cardon, Treasurer

Administrative Comments - City Administrator

Rodger Worthen, City Administrator

Riverdale City

RESOLUTION NO. 2016-24

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF RIVERDALE FOR FISCAL YEAR 2017 (JULY 1, 2016- JUNE 30, 2017)

WHEREAS, the City of Riverdale has previously adopted a budget for Fiscal Year 2017; and

WHEREAS, the administration has presented a proposed amendment to the 2017 fiscal year budget to make adjustments of the funds within said budget which recognize anticipated revenue, adjustments to expenditures and/or funding alternatives, to the Council for their consideration; and

WHEREAS, said budget adjustment presents itself as a result of an emergency situation from a broken well shaft in one of the main water wells that provides culinary water to the residents and visitors to the city, which was unseen or unpredictable at the time the original budget was set and approved;

WHEREAS, for the purpose of amending the Fiscal Year 2017 Budget, a public hearing was scheduled and notice thereof published in the Standard-Examiner, a newspaper of general circulation in the City of Riverdale, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice (October 4, 2016) and all of said proceedings were duly and regularly conducted;

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953) and it also appearing that the adoption of said proposed budget amendments is in the best interest of the citizens and will promote the health, safety and general welfare of the community; and

NOW, THEREFORE, be it hereby resolved by the City Council of the City of Riverdale, Utah; that the budget for the 2017 fiscal year is hereby amended to include an expenditure amount, not to exceed $50,000.00, in the culinary water budget for fiscal year 2017.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 4th day of October, 2016.

_____
Norm Searle, Mayor

Attest:

_____
Jackie Manning
City Recorder

ATTACHMENT B
BUDGET AMENDMENT
FISCAL YEAR 2017

	WATER EXPENSES	ADOPTED BUDGET 2016	PROPOSED AMENDMENT	AMENDED BUDGET 2016
51-40-1100	SALARIES/WAGES - FULL TIME	171,958	-	171,958
51-40-1110	SICK LEAVE PAID	3,307	-	3,307
51-40-1150	OVERTIME WAGES	2,000	-	2,000
51-40-1200	SALARIES/WAGES - PART TIME	-	-	-
51-40-1300	EMPLOYEE BENEFITS	87,252	-	87,252
51-40-1400	CLOTHING ALLOWANCE	1,620	-	1,620
51-40-1500	PERFORMANCE INCENTIVES	1,720	-	1,720
51-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	1,000	-	1,000
51-40-2200	BAD DEBT	3,000	-	3,000
51-40-2300	TRAVEL AND TRAINING	2,000	-	2,000
51-40-2400	OFFICE SUPPLIES	4,000	-	4,000
51-40-2500	EQUIPMENT	3,000	-	3,000
51-40-2600	BUILDING AND GROUNDS	1,000	-	1,000
51-40-2700	UTILITIES	3,600	-	3,600
51-40-2800	WEBER BASIN WATER	215,000	-	215,000
51-40-2850	MOBILE PHONE	2,400	-	2,400
51-40-2900	FUEL	6,000	-	6,000
51-40-3000	POWER FOR PUMPING	80,000	-	80,000
51-40-3100	SPECIAL TESTING	5,000	-	5,000
51-40-3200	ENGINEERING	5,000	-	5,000
51-40-3300	PROFESSIONAL SERVICES	2,500	-	2,500
51-40-3500	WATER STOCK ASSESSMENTS	10,000	-	10,000
51-40-3600	BLUE STAKES	1,500	-	1,500
51-40-3700	OTHER PROF & TECHNICAL SERVICE	-	-	-
51-40-4100	INSURANCE	5,000	-	5,000
51-40-4500	SPECIAL DEPARTMENT EXPENSES	28,400	-	28,400
51-40-4600	MISCELLANEOUS	4,200	-	4,200
51-40-4800	POSTAGE	15,000	-	15,000
51-40-5300	DEPRECIATION EXPENSE	190,000	-	190,000
51-40-5600	INFO TECHNOLOGY PAYMENTS	2,432	-	2,432
51-40-5700	MOTOR POOL PAYMENTS	10,212	-	10,212
51-40-6100	EQUIPMENT RENTAL	500	-	500
51-40-6200	CAPITAL PROJECTS	1,040,000	50,000	1,090,000
		1,908,601	50,000	1,958,601

RIVERDALE CITY
CITY COUNCIL AGENDA
October 4, 2016

AGENDA ITEM: F3

SUBJECT: Consideration of bid award for the 2017 "Old Glory Days" Fireworks Show to Lantis in the amount of $17,000.

PRESENTER: Jared Sholly, Fire Chief and Rich Taylor, Community Services Director

INFORMATION: a. Executive Summary

b. Lantis Proposal

BACK TO AGENDA

Riverdale City

City Council Executive Summary

For the Council meeting on: October 4, 2016	Petitioner: Jared Sholly, Fire Chief Rich Taylor, Community Services Director

Summary of Proposed Action

Consideration of Bid Award made to Lantis Production, for the 2017 Old Glory Days Firework display.

Summary of Supporting Facts & Options

On September 20th at 1:00 p.m., there was a bid opening for the Riverdale City "Old Glory Days" fireworks display. We received bids from Lantis Productions Inc. and Fireworks West International. Bids were opened and revealed that both companies bid $17,000 dollars, which is the amount the City has budgeted for this event.

Riverdale City Fire and Community Services Departments would like to award the bid to Lantis Productions, Inc., for the 2017 Old Glory Days Firework display. Lantis met the entire "Request for Purchase" (RFP) requirements, including a demonstration of the fireworks show. Fireworks West did not meet numerous areas of the RFP.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Rodger Worthen,
City Administrator

Company History

In 1945, Merle Lantis founded Lantis Fireworks. What started as a fireworks stand in North Sioux City, South Dakota, has now become Lantis Fireworks and Lasers. Our corporate office employs six full-time administrative staff and has representatives in numerous cities throughout the United States. Peak employment during the Fourth of July season can total over one thousand employees.

Headquartered in Utah, the majority of our display shows are produced in the western United States. Our satellite offices are Las Vegas (40 years) and Phoenix AZ (20 years).

Our company is a leader in integrating spectacular pyrotechnics with the added effect of lasers. We specialize in spectacular choreographed fireworks and laser light shows. We are qualified to provide pyrotechnic effects and laser shows for both indoor and outdoor settings.

Lantis Fireworks and Lasers is a turnkey operation for the pyrotechnic shows we produce and shoot. This means we take care of everything, including required firework permits, insurance, inspections, and most of all, clean up, leaving our shoot site cleaner than when we arrived. (Client is responsible for any special event permit if required).

The goal and commitment of our company is to provide an outstanding visual experience to both our clients and their audience. The success of our company has been the result of providing outstanding professional services, safety, innovation, and a total commitment to client satisfaction.

Company & Insurance Details

Company Details

Company Name:	Lantis Fireworks & Lasers
Mailing Address:	P.O. Box 491 Draper UT 84020
Telephone No:	1-800-443-3040 x 104 Office (801) 913-2566 Cell
Facsimile No:	(801) 768-2433
E-Mail Address:	jrott@lantisfireworks.com
Web Page:	www.lantisfireworks.com http://www.facebook.com/lantisfireworksandlasers
Company Representative:	Jeffery Ott

Insurance Details

Public Liability Insurance

Amount of Cover:	$5,000,000
Insurers:	Underwriters, Lloyd's of London
Policy No:	PY/14-0118
Expiration Date:	Renewed annually

Services Provided

Lantis fireworks & Lasers will provide all products and services associated with producing the pyrotechnic performance for the **2017 Old Glory Days Celebration.**

These include:

- All Pyrotechnic Devices
- Insurance-Public Liability $5,000,000
- Licensed/Experienced Pyro technician's
- Permits
- Local Transport
- Mortars and Associated Equipment
- Electronic Firing System and Production Design (if required)
- Attend pre-event development and production meetings
- Operational and production schedule
- Provide all qualified labor
- Site cleanup and next morning inspection, if necessary.
- Electronic Match for Electric Fire (as needed)

References

Reference 1

Name of show:	North Salt Lake 7/2/16
Location:	North Salt Lake City, UT
Contact Person:	Dan Checketts
Telephone:	(801) 718-5965
Choreography:	Ken Lantis
Pyro:	Tony Beauchain

Reference 2

Name of show:	City of Green River, Wyoming 7/4/16
Location:	Green river, WY
Contact Person:	Chris Meats
Telephone:	(307) 872-6125
Choreography:	None
Pyro:	Jessika Parkyn

Reference 3

Name of show:	Clearfield City 7/4/16
Location:	Clearfield City, UT
Contact Person:	Eric Howes
Telephone:	(801) 525-2793
Choreography:	None
Pyro:	Dennis Durant

Reference 4

Name of show:	Farr West 7/4/16
Location:	Farr West, UT
Contact Person:	Andrea Ortgiesen
Telephone:	(801) 371-4187
Choreography:	None
Pyro:	Tod Spainhower

Reference 5

Name of show:	Jordan Park 7/4/16
Location:	Jordan Park, Salt Lake City, UT
Contact Peron:	Tara Olsen
Telephone:	(801) 535-6167
Choreography:	None
Pyro:	Tony Beauchain

Professional Organizations

In order to serve our clients better, Lantis Productions, Inc. is a member of following professional organizations:

- International Society of Explosives Engineers
- National Safety Council
- National Fire Protection Association
- American Pyrotechnics Association (APA)
- International Pyrotechnics Society (IPS)
- Western Pyrotechnics Association (WPA)
- Pyrotechnic Guild International (PGI)
- International Laser Display Association (ILDA)
- International Festivals Association (IFA)
- Northwestern Festival Association (NFA)
- California Festivals Association (Cal Fest)
- International Associations of Fairs & Expositions (IAFE)
- Western Fairs Association (WFA)
- Int'l Assoc. of Amusement Parks & Attractions (IAAPA)
- International Events Group (IEG)
- National Parks and Recreation Association (NPRA)
- First Night Alliance (Affiliate Member)

Understanding of the Events Concept

In visualizing a fireworks display we talk not only with the client but also the local Fire department. We do this to make sure we receive input from fire officials which is very important. From there we plan for the shell size and type that will allow the maximum, yet safe, display. Selected shells will create a panorama of beautiful bursts of color and noise.

Mortars are set in racks as early in the day as possible. Loading takes place as early as needed to be ready to fire on time. After shells are loaded, crew members will maintain watch to keep observers at a safe distance.

If the display is choreographed, the Pyro will make the necessary contacts to coordinate the music, show start time and communication. The program will be fired electrically.

Pyros will check with the client just minutes before the display is to start to discuss any safety concerns or changes in the weather that may affect the display. Again, safety is first. A show may be canceled or delayed rather than put anyone at risk.

After the completion of the show, the Pyro and crew will check all mortars. They will begin a cleanup of the area picking up trash left from the shells. Mortars, racks, wires, etc. will be picked up and placed in the truck. An additional check will also be made the next morning.

About our Pyro technician(s)

Our highly trained, properly licensed technicians will be used for your event
Annual training seminars are held to upgrade the technician's technical knowledge. Our pyrotechnic personnel have been trained in Product knowledge and safety skills.

Understanding the role of Pyro technician

Lantis Fireworks & Lasers perception of the role of the pyro technician at the
2017 Old Glory Days Celebration is to plan and execute the following duties:

- Supply all pyrotechnic, components for the event.
- Supply all associated hardware and equipment for the performance.
- Supply a trained and licensed pyro technician for your location.
- Adhere to all state and federal laws and regulations.
- Perform all work in accordance with NFPA regulations covering the use of pyrotechnics.

Previous Pyrotechnic/Choreography Experience

Our Company has a worldwide reputation for the ability to stage large and small scale synchronized displays using the very latest computer firing system and design software.

The other major attribute to our reputation and success is safety. We take safety very seriously and it is our number one factor when selecting product for your display. Like the dazzling display itself, we tailor our product to suit the site and always ensure that we do a thorough site inspection to ensure all safety factors are adhered to.

Lantis proposes the following:

We have an assortment of over 300,000 shells to choose from.
You can rest assured that your show will be like no other.

Fireworks will consist of over 250 different peonies, chrysanthemums, willows, mines, comets, whistlers, strobes, zig-zags, variety of shapes, colors forms and noises.

2017 Old Glory Days Celebration - $ 17,000 Fireworks to be shot on Tuesday, July 4, 2017 (30 minutes, electronically fired)

Opening Salvo/Main Body

444 each	2.5"	Premium Assorted Shells with Tails
30 each	2.5"	Premium Salutes
240 each	3"	Premium Assorted Shells with Tails

Various premium cakes added in at the pyro's discretion

Finale

144 each	2.5"	Premium Assorted Shells with Tails
20 each	2.5"	Premium Salutes
80 each	3"	Premium Assorted Shells with Tails

Various premium cakes added in at the pyro's discretion

Grand Total Shots – 5963+ shots and effects

(Alternate/Rain date to be selected by client upon award of contract)

This is the attached link for a video presentation designed specifically for you, as a representation of what a 30 minute show from Lantis would like:

https://www.youtube.com/watch?v=tdNImM58RWk

Site Map to be provided upon awarding of bid

Fireworks come from all over the world including Spain, Italy, China, Mexico and the Unites States of America. We have over $ 3,000,000 of product to choose from at all times.

This price includes $5,000,000 liability insurance, a Head Pyro licensed by the State of Utah, along with at least two individual helpers.
Transportation supplied by a licensed CDL/Hazmat endorsed driver.
We will need no ground storage facility, all product will be delivered and transported to display site same day.

All costs associated with the event, including all equipment, product, permitting, staffing, delivery, insurance, installation, breakdown/clean-up of roof top, taxes, service charges will be provided by Lantis Fireworks and Lasers.

If you would like to make some changes such as a different shell size, type, or count on some shells, if you would prefer a finale with either all singles or a combination of chains and singles, or if you have any questions or concerns, I know we can work something out.

Here at Lantis, we share your commitment to excellence. If selected, all of our resources and staff at our firm will be committed to providing a unique and exciting "must see" fireworks show for your residents and guests.

We are looking forward to doing business with you.

Jeffery Ott
Territory Manager
T 800-443-3040 x 104/ C 801-913-2566
jrott@lantisfireworks.com

LANTIS
Fireworks & Lasers

RIVERDALE CITY
CITY COUNCIL AGENDA
October 4, 2016

AGENDA ITEM: F4

SUBJECT: Consideration of Resolution 2016-25, Inter-local agreement between Riverdale City and Utah State Second District Juvenile Court for graffiti removal.

PRESENTER: Scott Brenkman, Police Chief

INFORMATION:

a. Executive Summary

b. Resolution 2016-25

c. Inter-Local Agreement

BACK TO AGENDA

Riverdale City

City Council Executive Summary

For the Council meeting on:	Petitioner:
10/4/2016	Chief Scott Brenkman

Summary of Proposed Action

Approval of an interlocal agreement between Utah State Second District Juvenile Court and Riverdale City for graffiti removal.

Summary of Supporting Facts & Options

Second District Juvenile Court has an established community service work program administered and staffed by Court personnel and by volunteer and court-ordered community service workers. Riverdale City has had an agreement with the court for years to remove graffiti from property throughout the city. This agreement has been a benefit to the city and offers a cost effective way to remove graffiti. The maximum amount set under the agreement that the city would be responsible for is $2000.00. However, work will be billed monthly at the rate of $40.00 for work during the first hour and $20 for each 30 minutes of work completed after the first hour, per crew. Crews consist of 6-8 youth volunteers and 1-2 deputy probation officers. This agreement has been a valuable and cost effective resource to the city in the past for graffiti and vandalism clean up.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Treasurer/Budget Officer

Cody Cardon, Business Administrator

Administrative Comments – City Administrator

Rodger Worthen, City Administrator

Riverdale City

RESOLUTION 2016-25

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN RIVERDALE CITY AND THE UTAH STATE SECOND DISTRICT JUVENILE COURT RELATING FOR GRAFFITI REMOVAL SERVICES.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 202 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving interlocal agreements before such agreements may become effective; and

WHEREAS, the Utah State Second District Juvenile Court and Riverdale City have negotiated an Agreement for the purpose of providing graffiti removal.

NOW, THEREFORE, the City Council of Riverdale City hereby resolves to enter into the attached Interlocal Agreement with the Utah State Second District Juvenile Court for the purposes authorized in the Interlocal Agreement (Graffiti Removal), and the Interlocal Agreement is hereby approved.

Further, this Agreement is renewable annually upon the mutual consent of both parties, for additional successive one-year terms, so long as the rate of payment stated herein remains the same or is less than the amount stated herein.

The Mayor of Riverdale City is authorized and directed to execute the Interlocal Agreement for and on behalf of Riverdale City.

Passed the 4th day of October, 2016.

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

By: _____
Jackie Manning, City Recorder

COMMUNITY PARTNER COOPERATIVE AGREEMENT

This agreement is dated as of July 1, 2016, and is between RIVERDALE CITY (the "City") and the UTAH STATE SECOND DISTRICT JUVENILE COURT (the "Court").

This contract is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code 1953 as amended authorizes public agencies of the State of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes and nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court and the City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows:

1. Period and Termination

   (a) Period. This agreement is for the time period from the agreement date above through June 30, 2017, when the agreement will automatically terminate.

(b) Voluntary Termination. Either party may, upon written notice to the other party, terminate the agreement at any time. The City shall pay the Court for all services rendered prior to the termination date.

(c) Completion Termination. If the Court has provided, and the City has paid for, service that has reached the period cost limit designated in paragraph 3(e) and the parties do not increase the period cost limit in accordance with paragraph 3(e), this agreement is terminated by completion.

2. Duties of the Court

(a) Tasks. The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.

(b) Beginning a Task. The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Court's service work crew program supervisors. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as **Exhibit A.** If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.

(c) Waiver of Liability Required. The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as **Exhibit B.**

(d) Notification of Completion. The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.

(e) Billing Statement. The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This

statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as any arrearage or credit. A blank copy of the Account and Billing Statement is attached to this agreement as **Exhibit C.**

(f) Notification of Funding Limit. The Court agrees to inform the City should the annual amount of work performed by the Court under this agreement reach the maximum period cost designated in paragraph 3(e) prior to the end of the agreement term or termination. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost has been increased in accordance with that same paragraph.

3. Duties of the City

(a) Designation of the Court. The City hereby designates the Court as the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other project performed by the Court under this contract is solely the responsibility of the City.

(b) Requesting Court Performance. The City agrees to submit to the Court a Service Needed Report, attached as **Exhibit A**, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by **Exhibit A.**

(c) Waiver of Liability Collection. The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the City police department.

(d) Monthly Payment. In consideration for the Court's services, the City agrees to pay the Court the amount indicated as due on the monthly billing statement within 30 days of receiving the Account and Billing Statement, attached as **Exhibit C.** Checks should be made out to *"The Second District Juvenile Court."* If the City account becomes past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.

(e) Maximum Period Cost. The City is not responsible to pay the Court for work performed under this agreement in total excess of $ 2,000.00 for the term of the agreement. If this amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court,

request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees to the increase through written notice to the City, the maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

4. Miscellaneous

(a) Rate of Labor. The cost to the City of the on-site Court service work crew performed under this agreement will be calculated at $40.00 for work up to the first hour, then $20.00 for each 30 minutes of work completed after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two deputy probation officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.

(b) Joint Personal or Real Property. The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain unused by the Court will remain property of the Court.

(c) Separate Budget. This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.

(d) Indemnification. The City shall have no responsibility for the actions of the Court personnel and/or volunteers who perform services in the City under this agreement. The Court shall indemnify and save harmless the City, its officers, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act or omission, neglect, or misconduct of Court personnel or volunteers. The City shall indemnify and save harmless the Court, its officers, employees, and volunteers from all suits, actions, or claims of any kind brought about because of any act or omission, neglect, or misconduct of City personnel, officers, employees, and representatives. By entering into this agreement, neither the Court nor the City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code section 63G-7-101.

(e) Writing Requirement. This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

(f) Governing Law. This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(g) Authorization. The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.

(h) Copy of Agreement. During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.

(i) Addresses. All notices required under this agreement shall be delivered to the following addresses:

UTAH SECOND DISTRICT JUVENILE COURT
165 20th STREET
OGDEN, UTAH 84401
801.628.1063

_____

_____

_____

_____

_____

City Authorized Signatures	Court Authorized Signatures
Name:_____	Name: [signature]
Title:_____	Title: Program Coordinator
Name:_____	Name: [signature]
Title:_____	Title: Trial Court Executive
Name:_____	Name:_____
Title:_____	Title:_____

Exhibit A

SERVICE NEEDED REPORT
SECOND DISTRICT JUVENILE COURT
COMMUNITY SERVICE TEAM

Community Service Team Contact:
Matt Tucker 801-920-3606 mattt@utcourts.gov

Graffiti Hotline: 801-629-8752

Site Address:_____ **City:**_____

Location Details:_____

Person Making Request:_____ **Date:**_____

Position:_____ **Organization:**_____

Tasks Requested:

_____

_____

_____

_____

Time Sensitive?_____ **Needed Completion Date:**_____

Reason for Time Sensitivity:_____

OFFICE USE ONLY

Date Received:_____ **Estimated Hours Needed**_____

Date Completed:_____ **Assigned DPO:**_____

Exhibit B

WAIVER OF LIABILITY FORM
SECOND DISTRICT JUVENILE COURT
COMMUNITY SERVICE GRAFFITI REMOVAL

Please Complete the Following Form and Return it to Court or City Personnel :

Name of the Property Owner or Manager:_____

Phone Number:_____

Email Address:_____

Address of Graffiti/Service Need:_____

Is this Property an Historic Building? _____

Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:

☐ Chemicals ☐ Pressure Wash ☐ Paint

☐ Other; Please Explain:_____

_____

_____

This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.

Please Read the Following Before Signing

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that i have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alterations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surfaces being cleaned.

Graffiti Removal Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process, However, as in any project of this type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employes as well as the Court, its officers, and employees from all suits, actions, and claims or any kind brought about becuase of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

_____

Signature of Property Owner/ Manager

_____

Title / Association with Property

_____

Date

Exhibit C

INVOICE

Second District Juvenile Court

165 20th Street
Ogden, Utah 84401
801-334-4777
sherik@utcourts.gov

STATEMENT NO. 1234 -
INVOICE DATE August 14, 2015
CUSTOMER ID YR CTY

BILL TO

Your City
Corner of State and Main
Your City, Utah
Your Phone Number

COMMENTS

DATE OF SERVICE	LOCATION OF SERVICE	HOURS WORKED	INVOICE AMOUNT

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	INVOICE AMOUNT

Credits/Debits	
Statement #	1234 -
Credit to date	
Amount Due	
Please Pay the Amount Due	

Make all checks payable to Second District Juvenile Court
THANK YOU FOR YOUR BUSINESS!