



CITY COUNCIL

MEMBERS:

LEANNE HUFF
COREY THOMAS
SHARLA BYNUM
PORTIA MILA
SHANE SIWIK
NATALIE PINKNEY
RAY DEWOLFE

220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE CITY
UTAH
84115
P 801.483.6027
F 801.464.6770
TTY: 711
SSLC.COM

South Salt Lake City Council REGULAR MEETING AGENDA

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, July 8, 2020**. This meeting will be an electronic meeting commencing at **7:00 p.m.**, or as soon thereafter as possible. There will be no Council Members at the anchor location of South Salt Lake City Hall and Council Members will connect remotely through a Zoom meeting.

Conducting: Sharla Bynum
Council Chair: Sharla Bynum

Opening Ceremonies

1. Welcome/Introductions
2. Serious Moment of Reflection

Sharla Bynum
Corey Thomas

Approval of Minutes

April 8, 2020 Regular Meeting
April 22, 2020 Regular Meeting
May 13, 2020 Work Meeting
May 13, 2020 Regular Meeting
May 27, 2020 Work Meeting
May 27, 2020 Regular Meeting
June 3, 2020 Work Meeting
June 3, 2020 Regular Meeting
June 17, 2020 Work Meeting
June 17, 2020 Regular Meeting

No Action Comments

1. Scheduling
2. Mayor Comments
3. City Attorney Comments
4. Citizen Comments
5. City Council Comments
6. Information – COVID-19 Update

City Recorder

Chief Addison

Action Items

NEW BUSINESS

1. A Resolution of the City of South Salt Lake Approving the 2020 Financial Auditing Services Agreement between the City and Squire and Company, PC
2. A Resolution of the city of South Salt Lake City Council Granting Permission for the South Salt Lake Police Department to Appropriate Certain Property in its Possession to Public Interest Use
3. A Resolution of the City of South Salt Lake Approving the Coronavirus Aid, Relief and Economic Security Act Funding Agreement Between the City and Salt Lake County

4. A Resolution of the City of South Salt Lake City Council Authorizing an Interlocal Agreement between the City and Salt Lake County regarding Installation of New Traffic Signals at 2700 Main Street

Motion for Closed Meeting

Adjourn

Posted July 2, 2020

Those needing auxiliary communicative aids or other services for this meeting should contact Craig Burton at 801-483-6027, giving at least 24 hours' notice.

If you would like to make a public comment, please log onto Zoom link below. You will be instructed on how to participate in public comments at the beginning of the meeting. For questions please contact Ariel Andrus at 801-483-6019 or aandrus@sslc.com

Citizen Comments/Question Policy

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, he or she will come to the podium and state his or her name and address. Citizens will be asked to limit their remarks/questions to five (5) minutes each. In meetings during which numerous individuals wish to comment, the time for all citizen comments may be limited to three (3) minutes each, at the discretion of the conducting Council Member. The conducting Council Member shall have discretion as to who will respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular council meeting. The conducting Council Member will inform a citizen when he or she has used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

Please click the link below to join the webinar:

<https://zoom.us/j/94633682975?pwd=eU9TNG9KWDd4ZGNJNSRyU9wR292UT09>

Password: 880044

Or iPhone one-tap :

US: +13462487799,,94633682975# or +16699006833,,94633682975#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or 833 548 0282 (Toll Free) or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free) or 833 548 0276 (Toll Free)

Webinar ID: 946 3368 2975

International numbers available: <https://zoom.us/u/adirvkWy42>

I, Sharla Bynum, City Council Chair, hereby determine that conducting the City Council meeting at an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. The World Health Organization, the President of the United States, The Governor of Utah, the County Health Department and Mayor, and the Mayor of South Salt Lake City have all recognized a global pandemic exists related to the new strain of the coronavirus, SARS- CoV-2. Due to the State of emergency caused by the global pandemic, I find that conducting a meeting at an anchor location under the current state of public health emergency constitutes a substantial risk to the health and safety of those who may be present at the location. According to information from State Epidemiology, the State is currently in an acceleration phase, which has the potential to threaten the State's healthcare system.

Dated: July 2, 2020

Signed: _____/s/ Sharla Bynum

CITY OF SOUTH SALT LAKE
CITY COUNCIL MEETING

COUNCIL MEETING	Wednesday, July 8, 2020 7:01 p.m.
CITY OFFICES	220 East Morris Avenue South Salt Lake, Utah 84115
PRESIDING	Council Chair Sharla Bynum
CONDUCTING:	Sharla Bynum
SERIOUS MOMENT OF REFLECTION/ PLEDGE OF ALLEGIANCE	Corey Thomas

COUNCIL MEMBERS PRESENT:

Sharla Bynum, Ray deWolfe, LeAnne Huff, Portia Mila, Natalie Pinkney,
Shane Siwik and Corey Thomas

STAFF PRESENT:

Mayor Wood
Charee Peck, Chief of Staff
Hannah Vickery, City Attorney
Kyle Kershaw, Finance Director
Jack Carruth, Police Chief
Terry Addison, Fire Chief
Dennis Pay, City Engineer
Mont Roosendaal, Public Assets Director
Lindsey Edwards, Homeless Outreach and Strategies Director
Kelli Meranda, Promise South Salt Lake Director
Sharen Hauri, Urban Design Director
Antoinette Evans, Urban Livability Director
Sean Lewis, Deputy Community Development Director
Corby Talbot, Storm Water Division Manager
Julie Taylor, Public Relations Coordinator
Scott Turnblom, IT Manager
Danielle Croyle, Public Information Officer
Cody Coggle, Police Sergeant
Rodger Hoffman, Deputy Fire Chief
Crystal Makin, Staff Accountant
BJ Allen, GIS Specialist/IT
Calvin Henninger, Website Design
Craig Burton, City Recorder
Ariel Andrus, Deputy City Recorder

APPROVAL OF MINUTES

April 8, 2020 Regular Meeting
April 22, 2020 Regular Meeting
May 13, 2020 Work Meeting
May 13, 2020 Regular Meeting
May 27, 2020 Work Meeting
May 27, 2020 Regular Meeting
June 3, 2020 Work Meeting
June 3, 2020 Regular Meeting
June 17, 2020 Work Meeting
June 17, 2020 Regular Meeting

Council Member Siwik made a motion to approve these minutes.

MOTION: Shane Siwik

SECOND: LeAnne Huff

Roll Call Vote:

Bynum: Yes
deWolfe: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes

NO ACTION COMMENTS

1. **SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc.
2. **MAYOR COMMENTS.** Mayor Wood wished everyone a Happy Fourth of July and said the holiday was very different this year. She thanked all the Council Members for their commitment and sacrifice. She appreciates the Council being a sounding board and force for positive change and is thankful the dialog that is happening regarding the Citizen Review Board. She thanked City Staff as well for all their hard work and willingness to help the residents. The Public Safety staff had their busiest weekend of the year with 1,100 calls for service valley wide. Mayor Wood also thanked all the residents that participate in the Country's democracy. A successful primary election was held even during a pandemic. She shared a story about a truck that crashed into a home in South Salt Lake over the weekend and thanked all the first responders that helped the family effected by the crash.
3. **CITIZEN'S COMMENTS. Susan Bowlden, 419 east Burton Ave.** She echoed Mayor Wood's kind words and thanked everyone for their hard work. She asked how she could get a copy of the West Valley ordinance that was

discussed in the work meeting this evening. She also wondered where to direct citizen comments or complaints.

Council Chair Bynum said gave the link to the West Valley ordinance on social media and all citizen comments and complaints and be directed to their Council representative.

Jason Keffer, 524 East Alumni Drive. He is a new resident in South Salt Lake. He would like to see the City lead with the Citizen Review Board and he would like to make sure that review board is expansive and meaningful. Salt Lake City's review board as well as other review boards throughout the Country are not strong enough. A Review Board should review complaints but also other things tied to police accountability.

4. CITY ATTORNEY COMMENTS. None

- 5. CITY COUNCIL COMMENTS.** Council Member Thomas had a comment from a resident from district one expressing his concerns about people letting fireworks off in the road and wondered what City ordinance had to say about that issue. She also thanked the Police Department for all the help they have given her regarding recent situation she went through.

Council Member deWolfe said his heart and thoughts go out to the family that had the vehicle crash into their home. There is a Go Fund Me page set up for them if anyone would like to help out. He also read an email from a resident that would like to see the name of the Columbus Center changed. A copy is attached and incorporated by this reference.

Council Member Siwik echoed the same thoughts as Council Member deWolfe regarding the family that had the vehicle crash into their home. He thanked everyone that was involved with that incident and those within the community that have reached out to offer help.

Council Member Mila said her heart goes out to the family as well and thanked everyone for doing everything they can to help out. She also added that a future discussion regarding fireworks is needed. She thanked all of public safety that worked over the busy holiday weekend.

Council Chair Bynum said she had added fireworks as a future discussion topic to her list so that will come back to a meeting soon.

- 6. INFORMATION – COVID-19 Update.** Fire Chief, Terry Addison, gave the Council a brief update on the COVID-19 situation. There are now over three million cases in the United States, 3,415 cases in Salt Lake County and 90 cases in South Salt Lake. There are about 549 new cases per day at this time.

ACTION ITEMS**NEW BUSINESS**

- 1. A Resolution of the City of South Salt Lake approving 2020 Financial Auditing Services Agreement between the City and Squire and Company, Planning Commission.** Finance Director, Kyle Kershaw, said the City is in year two of the engagement with Squire and Company. A copy of this Resolution is attached and incorporated by this reference. The attached engagement letter doesn't include the comprehensive financial report (CAFR) and a majority of the Council would like to include that in the audit. He gave the Council a brief overview of what a CAFR entails. The Council will bring this item back for further discussion at the next Regular Council Meeting.

Council Member deWolfe made a motion to move this Resolution to Unfinished Business on July 22

MOTION: Ray deWolfe

SECOND: LeAnne Huff

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

- 2. A Resolution of the City of South Salt Lake City Council granting permission for the South Salt Lake Police Department to Appropriate Certain Property in its Possession to Public Interest Use.** A copy is attached and incorporated by this reference.

Council Member Siwik made a motion to suspend the rules to pass this Resolution.

MOTION: Shane Siwik

SECOND: Portia Mila

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Council Member Mila made a motion to approve this Resolution

MOTION: Portia Mila

SECOND: Shane Siwik

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

3. **A Resolution of the City of South Salt Lake approving the Coronavirus Aid, Relief and Economic Security Act Funding Agreement Between the City and Salt Lake County.** City Attorney, Hannah Vickery, gave a brief overview of this Resolution and Agreement. A copy is attached and incorporated by this reference.

Council Member Mila made a motion to suspend the rules to approve this Resolution.

MOTION: Portia Mila

SECOND: Shane Siwik

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Council Member Mila made a motion to approve this Resolution

MOTION: Portia Mila

SECOND: LeAnne Huff

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

4. **A Resolution of the City of South Salt Lake City Council Authorizing an Interlocal Agreement between the City and Salt Lake County regarding Installation of New Traffic Signals at 2700 Main Street.** City Engineer, Dennis Pay, said the City has a maintenance agreement with Salt Lake County to take care of some of the traffic signals and four of them are on 2700 south. This is the last signal in that area that needs updating.

Council Member Mila made a motion to move this Resolution to Unfinished Business on July 22.

MOTION: Portia Mila

SECOND: LeAnne Huff

Roll Call Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Council Member Mila made a motion to adjourn

MOTION: Portia Mila

SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

The meeting adjourned at 7:36 p.m.

/s/ Sharla Bynum

Sharla Bynum, Council Chair

Craig D. Burton, City Recorder

South Salt Lake City Mayor and Council members:

I am writing to ask to change the name of the Columbus Center as I believe buildings and streets should be named after persons who represent well the value of the citizens in this community.

I grew up near South Salt Lake City and benefited from many programs offered by this city during my time as a student at Cottonwood High School. In fact, this is a building that I am very familiar with as I was even invited to be the guest speaker at the SSL Promise Best Buy Teen Tech Center's grand opening. In all honesty, the name of it was one that I could never find myself in as a youth. I certainly believe while the Confederates are to be blamed for holding on to their stand or interest including slavery. But let's face it, slavery as we know it today, Christopher Columbus was the first to impose it in our region by enslaving the peaceful native Arawrak people in some islands of the Carribean called "Tainos". The Italian explorer endorsed by the Spaniards is an emblem of White Supremacy, Imperialism and let's not forget Colonization, a system which both Haiti where I come from and the U.S fought against.

As a young immigrant just like many in South Salt Lake, I have always wondered if the members of the council of this city ever question how a young immigrant or refugee feels knowing that he is frequenting a Library named after an oppressor not too different from the one(s) they or their parents were fleeing from back home. Because this is what Christopher Columbus is, we are talking about someone who led mercilessly to the extinction of all the natives of the island where I come from and elsewhere, opposed to freedom of religion by forcing the natives to convert to Christianity, brought disease that devastated them, and finally taking away their most basic human right such as Liberty. Questions like this are what drive me to ask for a change. Though I know this is not a simple task and it involves a financial and other aspects that I may not even be completely aware but I simply believe the people in this community deserve better !

Thank you very much for the time and I hope everyone is doing well.

Sincerely,

Jevahjire France

RESOLUTION NO. 2020_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE APPROVING THE 2020
FINANCIAL AUDITING SERVICES AGREEMENT BETWEEN THE CITY AND SQUIRE
AND COMPANY, PC

WHEREAS, the South Salt Lake City Council (the “Council”) met in regular session on July 8, 2020, to consider, among other things, approving the 2020 Financial Auditing Services Agreement between the City and Squire and Company, PC (the “Agreement”); and

WHEREAS, pursuant to State law, the City is required to undergo an annual financial audit; and

WHEREAS, it is prudent that the City Council, holding the statutory responsibility for ensuring an annual financial audit is conducted, review and approve the contract with Squire and Company, PC; and

WHEREAS, the City desires to execute the Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, in order to retain Squire and Company, PC for the services set forth in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Council that the proposed 2020 Financial Auditing Services Agreement is hereby approved and that the Mayor and administration are hereby authorized to execute the same.

THIS RESOLUTION, shall take effect immediately upon passage and approval.

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah,
on this _____ day of _____, 2020.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

Council vote as recorded:

Bynum	_____
deWolfe	_____
Huff	_____
Mila	_____
Pinkney	_____
Siwik	_____
Thomas	_____

ATTEST:

Craig D. Burton, City Recorder

EXHIBIT A
2020 Financial Auditing Services Agreement



*City of South Salt Lake
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6000*

AGREEMENT 2020 Financial Auditing Services

ON this ____ day of _____, 2020, this Agreement (“Agreement”) is entered into between the City of South Salt Lake (“CITY”) and Squire and Company, PC (“CONSULTANT”) regarding the professional financial auditing (“Services”). CITY and CONSULTANT agree as follows:

1. CONTROLLING DOCUMENTS.

The Parties agree to the terms and conditions set forth in the engagement letter which is attached hereto as “Addendum A” and incorporated by reference.

2. SERVICES.

This Agreement is for professional financial auditing services as further described in Addendum A (the “Services”), which are incorporated herein by reference. The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

3. COMPENSATION.

- A. During the term of this Agreement, the compensation paid by the CITY to CONSULTANT for all Services shall not exceed \$32,750. Total compensation will be based on the needs of the CITY and billed at the rates as set forth in Addendum A.
- B. Method and Time of Payment - Payment shall be made in the following manner:
 - i. CONSULTANT shall submit monthly invoices to the CITY for all Services performed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the total amount charged for each Service during the previous month, and (c) indicate the time spent by each of the CONSULTANT's employees assigned to perform the Services during the previous month. The CITY shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.
 - ii. CONSULTANT shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final

payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

- C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice, except that in no event shall the total compensation exceed the amounts stated in Paragraph 3A.

4. NOTICES.

Invoices or notices to the City shall be submitted to:

Kyle Kershaw, Finance Director
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115

Notices to the CONSULTANT shall be submitted to:

5. INDEMNIFICATION & INSURANCE.

CONSULTANT expressly agrees to hold and save harmless and indemnify the CITY, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, or arising from any negligent act or omission of CONSULTANT or of any employee or agent of CONSULTANT.

Before the Project is initiated CONSULTANT shall deliver to CITY a certificate of insurance demonstrating that CONSULTANT has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omission of CONSULTANT, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONSULTANT may be liable.

CONSULTANT shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to CITY with coverage limits and provisions at least sufficient to satisfy the requirements set forth below. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding those listed.

- A. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded.
- B. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, provided the general policy aggregate shall apply separately to the CONSULTANT on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- C. Professional Liability Insurance: Professional Liability Insurance for CONSULTANT's liability arising out of the rendering of professional services, in an amount not less than \$5,000,000.
- D. Endorsements
 - i. Additional Insured Endorsements: All policies of liability insurance required to be maintained by the CONSULTANT shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent) (except for insurance policies required in Sections 12(A), and (C)).
 - ii. Primary and Non-Contributory Endorsements: The CONSULTANT'S insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute with it.
 - iii. Waiver of Subrogation Endorsements: The CONSULTANT hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver would preclude coverage under any insurance required by Section

12, the CONSULTANT shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

The certificate(s) of insurance shall be attached to this Agreement as “Addendum B” which is incorporated by this reference.

6. CONFLICTS OF INTEREST.

CONSULTANT hereby certifies that the company and any personnel assigned to work for the CITY under this Agreement are not involved in other community projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.

The CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.

7. STATUS VERIFICATION SYSTEM.

Pursuant to Utah Code Ann. § 63G-12-302, the CONSULTANT certifies that it is registered with and participates in a Status Verification System, as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT will, within five days written notice, provide proof of enrollment and participation in a Status Verification System to the CITY.

8. DEFAULT.

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen

(15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

9. TERM.

The Term of this Agreement shall be 6 months from the date of last signature below. CITY reserves the right to terminate this Agreement prior to its expiration, by providing written notice of said termination. All terms that logically ought to survive termination of this agreement shall survive.

10. GOVERNING LAW.

This Agreement shall be interpreted under and governed by the laws of the State of Utah.

11. THE AGREEMENT.

This Agreement shall consist of the following documents: (1) the Agreement; (2) Squire and Company PC's engagement letter (Addendum A); and Certificate(s) of Insurance (Addendum B). If any discrepancies exist between this Agreement and the Addenda, then the Agreement controls.

WHEREFORE, CITY and CONSULTANT, through their duly authorized representatives, execute this Agreement:

For CONSULTANT:

For CITY:

Dated: _____

Dated: _____

By: _____
(signature)

By: _____
(signature)

(type or print)

Cherie Wood, Mayor

Title: _____

Attest: _____
(signature)

Craig Burton, City Recorder

Approved as to form:

Hannah Vickery, City Attorney

**Squire and Company, PC Engagement
Letter
Addendum A**



June 15, 2020

To the City Council and Management
City of South Salt Lake
220 East Morris Avenue
South Salt Lake City, UT 84115

We are pleased to confirm our understanding of the services we are to provide City of South Salt Lake (the City).

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of City of South Salt Lake as of June 30, 2020 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

We will also audit the City's compliance over major federal award programs and state compliance requirements for the period ended June 30, 2020.

Our audits will be conducted with the objective of our expressing an opinion on each opinion unit and opinions on compliance regarding the City's compliance over major federal award programs and state compliance requirements.

Accounting standards generally accepted in the United States of America expect that required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and analysis
- Budgetary comparison schedules
- Schedules of the City's proportionate share of the net pension liability – Utah Retirement Systems
- Schedules of City pension contributions – Utah Retirement Systems

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling such information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing

standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards
- Combining nonmajor fund financial statements
- Budgetary comparison information for nonmajor and capital project funds

Also, the following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory section
- Statistical section

As part of the financial audit, we will also provide the following nonaudit services:

- Propose adjustments and reclassifications
- Assist with the preparation of financial statements and related note disclosures
- Upload the Data Collection Form and financial reporting package to the Federal Audit Clearinghouse

Engagement Administration and Fees

The timing of our audit will be scheduled for performance on approximately September 21, 2020. We plan to issue our reports no later than November 30, 2020. Also, the Data Collection Form is required to be submitted to the Federal Audit Clearinghouse within 30 days of the issuance of our reports.

Daniel T. Barlow, CPA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising our services performed as part of this engagement and signing the audit reports.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$32,750. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Finance charges of 1½ percent per month will be assessed on unpaid balances over 30 days old.

Events that might affect our fee include *changes* in the following areas:

- City accounting procedures, policies, or principles;
- City personnel and assignments;
- City operations or level of activities;
- Degree of assistance from City management and accounting personnel;
- Accounting, auditing, and reporting standards;
- Regulatory or industry requirements, including federal and state audit requirements; and/or
- Expected risk of material misstatement due to fraud.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If any difference arises between the City and our firm related to services performed by us that cannot be resolved, you and we agree first to try in good faith to settle the difference by mediation. Costs of any mediation proceeding shall be shared equally by all parties.

Audit of the Financial Statements

We will conduct our audit of the financial statements in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements to design audit procedures that are appropriate in the circumstances, but not for expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audits of Federal and State Compliance

Our audit of the City's compliance over major federal award programs will be conducted in accordance with the requirements of the Single Audit Act, as amended, and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance), and will include tests of accounting records, a determination of major federal programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express an opinion on compliance over federal award programs and to render the required reports. Our audit of the City's compliance over state compliance requirements will be conducted in accordance with the requirements of the *State Compliance Audit Guide* issued by the Office of the Utah State Auditor and will consist of performing the applicable procedures described in the *State Compliance Audit Guide* to enable us to express an opinion on compliance over state compliance requirements and to render the required reports. We cannot provide assurance that unmodified opinions on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major federal award programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major federal programs in our reports on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Also, as required by the *State Compliance Audit Guide*, we will obtain an understanding of the Company's internal control over applicable state compliance requirements. However, our tests will be less in scope than would be necessary to render opinions on these controls and, accordingly, no opinion will be expressed in our report.

We will issue reports on compliance that will include opinions or disclaimers of opinion regarding the City's compliance over major federal award programs and applicable state compliance requirements and reports on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such reports will not express opinions on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility for:

- The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

- The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- Maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- Taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
- Identifying, in its accounts, all awards received and expended during the period and the programs under which they were received;
- Preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- The design, implementation, and maintenance of internal control over compliance;
- Identifying and ensuring that the City complies with laws, regulations, and the terms and conditions of award programs and implementing systems designed to achieve compliance with applicable laws, regulations, and the terms and conditions of award programs;
- Resolving and taking corrective actions on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- Resolving and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- Submitting the financial reports, schedules, and forms to the appropriate parties;
- Making us aware of any significant contractor relationships where the contractor is responsible for program compliance;
- Adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- Informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control, and others where fraud could have a material effect on compliance;
- The accuracy and completeness of all information provided; and
- Providing us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal programs, such as records, documentation, and other matters;
 - Additional information that we may request from management for the audit; and
 - Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Regarding the supplementary information referred to above, you acknowledge and understand your responsibility for:

- Preparing the supplementary information in accordance with the applicable criteria;
- Providing us with the appropriate written representations regarding supplementary information;
- Including our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and
- Presenting the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonaudit services we perform, management is responsible for:

- Assuming all management responsibilities;
- Designating an individual who possesses suitable skill, knowledge, and/or experience by overseeing the services;
- Evaluating the adequacy and results of the services performed; and
- Accepting responsibility for the results of the services.

We will also assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and the related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and the related notes and that you have reviewed and approve the financial statements and the related notes prior to their issuance and have accepted responsibility for them.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audits.

The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, you agree to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of your management.

Other Audit Matters

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that you will assemble or prepare the following items for the audits:

- A trial balance and a detailed general ledger;
- An organizational chart and a list of those charged with governance and management;
- A chart of accounts;
- Minutes of meetings of those charged with governance held during the period under audit;
- The annual budget and amendments;
- All contracts and agreements entered by the City, including loans, leases, and amendments to entity documents;
- Related party transactions;
- List of bank accounts, including bank reconciliations and related bank statements at the end of the period;
- List of investments, including purchases, sales, gains, and losses for the period;
- Schedule of insurance policies;
- Schedule of inventories held at the end of the period;
- Schedule of prepaid items and deposits at the end of the period;
- List of capital assets, including acquisitions and dispositions for the period and allocation of depreciation by function;
- An accounts receivable aging schedule and an unearned/unavailable revenue schedule at the end of the period;

- Schedule of deferred outflows of resources and deferred inflows of resources at the end of the period;
- List of outstanding accounts payable and accrued expenditures/expenses at the end of the period;
- Payroll summaries, including quarterly and annual reports filed with the IRS and state agencies during the period;
- Schedule of outstanding long-term liabilities (bonds, notes, capital lease obligations, compensated absence obligations, other employee benefit obligations, etc.) for the period;
- Names and addresses of attorneys;
- Cash, investment, accounts receivable, debt, and other confirmations we request;
- Documents selected by us for testing;
- Summary of restricted net position and nonspendable, restricted, committed, assigned, and unassigned fund balances at the end of the period;
- Schedule of expenditures of federal awards;
- Correspondence with, or reports to, grantor and cognizant or oversight agencies;
- Audit guides of grantor and regulatory agencies; and
- Allocation of program revenues by function for statement of activities.

The audit documentation for this engagement is the property of Squire & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, the Office of the Utah State Auditor, and the U.S. Government Accountability Office pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Squire & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

If you intend to publish or otherwise reproduce the financial statements and refer to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for seven years from the date of our report.

At the end of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, our most recent external peer review report can be viewed in the public file at www.aicpa.com.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the financial statements and compliance over major federal award programs and state compliance requirements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your personnel.

Respectfully,



Squire & Company, PC

RESPONSE:

This letter correctly sets forth our understanding. Acknowledged and agreed on behalf of City of South Salt Lake by:

Signature: _____

Title: _____

Date: _____

**Certificate(s) of Insurance
Addendum B**

RESOLUTION NO. R2020- 12

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL GRANTING PERMISSION FOR THE SOUTH SALT LAKE POLICE DEPARTMENT TO APPROPRIATE CERTAIN PROPERTY IN ITS POSSESSION TO PUBLIC INTEREST USE.

WHEREAS, the South Salt Lake City Police Department has acquired possession of bicycles (a list of which is attached to this resolution) as found property, or for safekeeping, is authorized pursuant to state law to dispose of the property, has made reasonable efforts to identify and notify owners of the property, and has either been unsuccessful in determining ownership over the property, or has notified the apparent owner and has not received a timely response;

WHEREAS, Utah Code permits the City Council to authorize that the lost or mislaid property be applied to a public interest; and

WHEREAS, the City has published notice of the potential appropriation of this property, and has provided adequate time for the public to respond to this notice; and

WHEREAS, Free Bikes 4 Kidz is a nonprofit charity registered with the State; and

WHEREAS, the City Council finds that the bicycles could be put to public interest use by donating the bicycles to Free Bikes 4 Kidz,

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake that, pursuant to Utah Code Ann. §77-24a-5, the property identified on the lists accompanying this resolution may be appropriated for public interest use by donation to Free Bikes 4 Kidz, a nonprofit Charity registered with the State.

(signatures appear on separate page)

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah,
on this 8th day of July, 2020.

BY THE CITY COUNCIL:

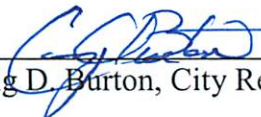

Ray deWolfe, Council Vice-Chair

Council vote as recorded:

Bynum	<u>YES</u>
deWolfe	<u>YES</u>
Huff	<u>YES</u>
Mila	<u>YES</u>
Pinkney	<u>YES</u>
Siwik	<u>YES</u>
Thomas	<u>YES</u>



ATTEST:


Craig D. Burton, City Recorder

Case #	Date	Description	Reason
19G005899	8/1/2019	Black Cannondale Bike	Owner failed to claim property
19G006255	8/11/2019	Silver Pacific Bike	Owner failed to claim property
19G006321	8/13/2019	Red bike	Owner failed to claim property
19G006494	8/18/2019	Mongoose bike	Owner failed to claim property
19G006328	8/13/2019	Diamondback bike	Owner failed to claim property
19G006595	8/21/2019	BMX bike	Owner failed to claim property
19G006696	8/23/2019	Roadmaster Bike Frame	Owner failed to claim property
19G006696	8/23/2019	Schwinn Bike Frame	Owner failed to claim property
19G006833	8/28/2019	Roadmaster Bike	Owner failed to claim property
19G007429	9/16/2019	Bue Pacific Escape Bike	Owner failed to claim property
19G007430	9/16/2019	Black bike	Owner failed to claim property
19G007542	9/18/2019	Silver Bike	Owner failed to claim property
19G007712	9/24/2019	Blue Outpost bike	Owner failed to claim property
19G008034	10/4/2019	Red bike	Owner failed to claim property
19G008245	10/11/2019	Schwinn Sidewinder bike	Owner failed to claim property
19G008320	10/13/2019	Gray SOS bike	Owner failed to claim property
19G008539	10/18/2019	Trek bike	Owner failed to claim property
19G008592	10/21/2019	Black Schwinn Bike	Owner failed to claim property
19G005748	7/26/2019	Blue bike	Owner failed to claim property
19G008642	10/22/2019	Royce Union bike	Owner failed to claim property
19G008693	10/23/2019	Black bike	Owner failed to claim property

19G008705	10/24/2019	Roadmaster bike	Owner failed to claim property
19G009374	11/15/2019	Genesis bike	Owner failed to claim property
19G010248	12/14/2019	Cannondale bike	Owner failed to claim property
20G000112	1/5/2020	4 Season 1000 Fat bike	Owner failed to claim property
19G006964	8/31/2019	Jaguar Schwinn bike	Owner failed to claim property
19G009042	11/4/2019	Silver bike	Owner failed to claim property
19G009264	11/12/2019	Black Schwinn Bike	Owner failed to claim property
19G009511	11/19/2019	Purple Mongoose	Owner failed to claim property
19G009474	11/18/2019	Huffy Ocala Bike	Owner failed to claim property
19G009633	11/23/2019	Schwinn Mountain bike	Owner failed to claim property
19G010175	12/11/2019	Blue bike	Owner failed to claim property
19G010319	12/17/2019	Tripe bike	Owner failed to claim property
19G010332	12/17/2019	Schwinn Bike	Owner failed to claim property
19G010340	12/17/2019	Blue/green bike	Owner failed to claim property
20G001087	2/5/2020	Specialized Rockhopper	Owner failed to claim property
20G001753	2/25/2020	Raleigh Mojave bike	Owner failed to claim property

RESOLUTION NO. 2020 -13

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE APPROVING THE
CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT FUNDING
AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY.

WHEREAS, the South Salt Lake City Council (the "Council") met in regular session on July 8, 2020, to consider, among other things, approving the Coronavirus Aid, Relief and Economic Security Act (the "C.A.R.E.S. Act") funding agreement between the City and Salt Lake County; and

WHEREAS, Salt Lake County (the "County") has received funding through the C.A.R.E.S. Act to help combat and address the effects of COVID-19 within the County; and

WHEREAS, the County desires to disseminate a portion of those funds to the City in the amount of \$749,307.26 to assist the City's citizens and businesses to contain the COVID-19 virus and alleviate the economic impact of the declared pandemic; and

WHEREAS, the City desires to execute the C.A.R.E.S. Act Funding Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to receive the above-described funding from the County; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the City's citizens to approve the C.A.R.E.S. Act Funding Agreement; and

WHEREAS, the effective date of the C.A.R.E.S. Act Funding Agreement is the date as indicated in the Agreement attached in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council that the proposed C.A.R.E.S. Act Funding Agreement is hereby approved and that the Mayor and administration are hereby authorized to execute the same.

THIS RESOLUTION, shall take effect immediately upon passage and approval.

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah,
on this 8th day of July, 2020.

BY THE CITY COUNCIL:


Ray deWolfe, Council Vice-Chair

Council vote as recorded:

Bynum	<u>YES</u>
deWolfe	<u>YES</u>
Huff	<u>YES</u>
Mila	<u>YES</u>
Pinkney	<u>YES</u>
Siwik	<u>YES</u>
Thomas	<u>YES</u>



ATTEST:



Craig D. Burton, City Recorder

EXHIBIT A
C.A.R.E.S. ACT FUNDING AGREEMENT

CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES

This Agreement ("Agreement") is between Salt Lake County, (the "County") a body corporate and politic of the State of Utah, and the City of South Salt Lake a governmental entity within the boundaries of Salt Lake County (the "Grantee"). The County and Grantee are collectively referred to as the Parties.

RECITALS

- A. The County received federal funds under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the "CARES Act") to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County.
- B. Pursuant to guidance issued by the United States Department of the Treasury ("Treasury") CARES Act funds are considered "other financial assistance" under 2 C.F.R Section 200.40 and subject to 2 C.F.R. Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and the Single Audit Act (31 U.S.C Sections 7501-7507).
- C. The County is making expenditures of the CARES Act funds to assist citizens and businesses in Salt Lake County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders.
- D. The County has determined that the municipalities within Salt Lake County can play an important role in helping the County achieve these objectives.
- E. The County wishes to provide the Grantee CARES Act funding to help achieve these objectives in the Grantee's jurisdiction.
- F. The Grantee's unique entity identifier is 87-6000283.
- G. The Federal Award Number for this project has not been provided by the Federal Government.
- H. The Grant Funds were provided to the County under the CARES Act on April 23, 2020.
- I. The period of performance is as listed in Sections 4 and 5 of this Agreement.
- J. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 1.
- K. The Federal Award Project Description is as provided in these recitals and in Section 2.
- L. The Catalog of Federal Domestic Assistance number is 21.019, pending completion of registration.
- M. This Agreement does not fund research and development.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:

- a. The County will provide \$749,307.26 of CARES Act funding (the "Grant Funds") to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. The Grantee agrees to use these funds for the objectives identified in this Agreement and will use its best efforts to achieve these objectives in a manner consistent with the CARES Act and this Agreement.
- b. Grantee's signatory below certifies that the signatory has all necessary authority to bind the Grantee and accept a grant from Salt Lake County from the allocation of funds to Salt Lake County from the CARES Act.

2. ALLOWABLE USES: As provided in the CARES Act, Grantee will use Grant Funds provided only to cover costs that-
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Grantee; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
3. PROHIBITED USES:
 - a. Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. Other examples of ineligible expenditures are contained in the attached April 22, 2020, Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments, and may be further addressed in FAQs and other guidance currently available or to be issued by the Treasury.
 - b. Grant Funds received pursuant to this Agreement cannot be used for expenditures where Grantee, or any subgrantee or subrecipient, has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Grantee's, or any subgrantee or subrecipient's, actual losses or expenses when added to any prior or anticipated County funding. Grantee may similarly not use Grant Funds for Grantee's, or a subgrantee's or subrecipient's, losses or expenses reimbursed under any other federal, state or private program.
 - c. The Grantee agrees that the Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Grant Funds by the Grantee. Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
 - d. Grantee agrees, understands and certifies, that as a recipient of federal funds it is required to, and shall, comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. Grantee shall comply with these laws and regulations, and any other federal, state or local laws or regulations to the extent they apply to the subject matter of this Agreement. For additional detail on Federal requirements that may be applicable to this grant, subgrants or contracts see the Assurances for Non-Construction Programs (SF-424B) or Assurances for Construction Program (SF-424D), as required by law, from the Office of Management and Budget Assurances, which is hereby incorporated by reference into this Agreement.

4. **EFFECTIVE DATE:** The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement. This Agreement shall terminate December 31, 2020.
5. **EXPENDITURE DEADLINE:** Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before October 1, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 5pm, October 7, 2020. Grantee may petition the County to retain allocated but unspent Grant Funds beyond October 1, 2020. Such petitions must be filed in writing with the County no later than September 15, 2020, and may be approved or denied by the County, in the County's sole discretion.
6. **GRANT FUND GUIDANCE:** Grantee must adhere to any current or future federal or County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Grantee by the County. Further, Grantee shall require that any subgrantee adhere to the CARES Act and any current or future guidance related to the Coronavirus Relief Funds. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.
7. **ADDITIONAL FUNDING:** If the Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Grantee will reimburse the County the Grant Funds the County provided which have been spent by the municipality and any unused funds, up to the amount of the other funding, within 15 calendar days of the Grantee's receipt of such additional funding.
8. **IMPROPER USE:**
 - a. If a County, State of Utah, or Treasury audit findings determine that any Grant Funds received by the Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Grantee shall return or repay those Grant Funds to Salt Lake County within 15 calendar days of written notice of the determination.
 - b. If the Grantee fails for any reason to repay the Grant Funds to the County under this Agreement, and the County repays the Grant Funds to the Treasury, the amount paid by the County will become a past due obligation of the Grantee to the County and may be immediately collected by the County or the Treasury no later than fifteen calendar days after request.
9. **RECORDS, REPORTING, AND TRANSPARANCY:**
 - a. For a period of six years following termination of this Agreement, Grantee shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to Salt Lake County or the Treasury upon request. Any grants made by Grantee shall similarly require as a term of the grant that the subgrantee shall retain documentation and shall produce such documentation to Salt Lake County or the Treasury upon request.
 - b. Grantee shall, each calendar month during the term of this Agreement, submit to the

County a detailed report and accounting for how the Grant Funds were spent in the previous calendar month. At a minimum, the reports will detail the amounts spent and the purpose, or the amounts paid to a subgrantee and that subgrantee's purpose. Upon termination of this Agreement for any reason, the Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

- c. Grantee shall, at least monthly, on its website, Facebook page, or other currently existing internet-accessible site used by Grantee, post only the following information: the amount expended and the purpose if for a government purpose, or, if funds are provided as a grant or other assistance, a general description of the industry or group receiving the funds, the zip code where funds were expended, and the amount of funds provided to that industry or group. Grantees that lack an existing internet-accessible means to post information and that are part of the Municipal Services District may request that the District post the required information or may otherwise conspicuously post and make the required information publicly available.
- d. Grantee will fully cooperate with the County, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.
- e. Grantee shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

10. SUBGRANTS AND CONTRACTS:

- a. Grantee may use Grant Funds received pursuant to this Agreement to make grants for further distribution to any other private or public entity within Grantee's jurisdiction or to contract for goods, supplies or services as permitted by this Agreement. Such grants or contracts shall contain by agreement any required certifications, restrictions and requirements for the use of federal funds. For any such grant or contract, the Grantee is responsible for the documentation requirements in this Agreement.
- b. Regardless of whether a particular provision in this Agreement mentions subgrantees or contractors, a subgrantee or contractor must comply with all provisions of this Agreement, including the fiscal and program requirements. Grantee retains full responsibility for ensuring subgrantees or contractors comply with the applicable terms of this Agreement, including provisions related to compliance with federal law regarding use of federal funds.

11. CHOICE OF LAW: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

12. INDEMNIFICATION: Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the County from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Agreement caused by any act or omission of Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the County.

13. **GOVERNMENTAL IMMUNITY:** County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
14. **TERMINATION DUE TO NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) the Salt Lake County Council modifies or fails to appropriate the funds in the 2020 budget. If written notice is delivered under Section 14, the Grantee will return any unexpended Grant Fund amount to the County within 15 calendar days of the written notice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue for termination by the County under this Section 14. Upon termination, the Grantee will provide the County with a detailed accounting of the expended and unexpended Grant Funds within 15 calendar days of termination.
15. **SURVIVAL:** Termination or expiration of this Agreement shall not extinguish or prejudice the County’s right to recoup or otherwise recover Grant Funds from Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the County’s rights to enforce this Agreement, or with respect to any default of this Agreement or of any of the following Sections: 7, 8, 9, 11, 12, 13, 15, and 16.
16. **FAIR DISTRIBUTION.** Grantee acknowledges that the amount of Grant Funds disbursed to Grantee and other grantees is determined in the County’s sole discretion. Grantee hereby agrees that Grantee’s disbursement is appropriate and waives any right in law or equity to challenge the amount of Grant Funds Grantee receives under this Agreement.
17. **INTEREST.** The Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement. Any unused interest earned on the Grant Funds shall be returned to the County as provided in this Agreement.
18. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
19. **SUSPENSION OR DEBARMENT:** The Grantee certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

The Parties hereby execute this Agreement.

SALT LAKE COUNTY

GRANTEE: THE CITY OF SOUTH SALT LAKE

By: _____

Mayor or Designee

Date: _____

By: Cherie Wood

Title: Mayor

Date: 7-14-2020

Attest

Ariel Andrus
Deputy City Recorder

Approved as to form for the County:

Approved as to form for the Grantee:

By: _____

By: J Collins
Deputy City Attorney

RESOLUTION NO. R2020-_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
AND SALT LAKE COUNTY REGARDING INSTALLATION OF NEW
TRAFFIC SIGNALS AT 2700 S MAIN STREET

WHEREAS, the City of South Salt Lake desires to improve the traffic signals located at the intersection of 2700 S Main Street by installing new traffic signals;

WHEREAS, Salt Lake County through its Public Works Department, Operations Division, has the resources, equipment, and expertise to complete the installation of the traffic signals at that location;

WHEREAS, the City and Salt Lake County are both public agencies and defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq.;

WHEREAS, the City and Salt Lake County agree that it is in the best interests of both agencies to enter into an interlocal cooperation agreement to govern the installation of the traffic signals;

WHEREAS, the attached interlocal cooperation agreement (the “Agreement”) between the City and Salt Lake County provides for acquisition or construction of a facility or an improvement to real property;

WHEREAS, the Interlocal Cooperation Act requires the officer vested with the executive power of the City to sign all interlocal cooperation agreements; and

WHEREAS, the Interlocal Cooperation Act requires approval of an interlocal cooperation agreement by the legislative body if the agreement provides for acquisition or construction of a facility or an improvement to real property;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached “Exhibit A,” which governs installation of new traffic signals at 2700 S Main St by Salt Lake County on behalf of the City of South Salt Lake and authorizes the Mayor to sign on behalf of the City.

The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

DATED this _____ day of _____ 2020.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum: _____
deWolfe: _____
Huff: _____
Mila: _____
Pinkney: _____
Siwik: _____
Thomas: _____

ATTEST:

Craig D. Burton, City Recorder

Exhibit A

County Contract No. _____
District Attorney No. _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF SOUTH SALT LAKE AND
SALT LAKE COUNTY
FOR
REBUILD OF TRAFFIC SIGNAL
*2700 South Main Street***

THIS AGREEMENT ("Agreement") made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the state of Utah, and CITY OF SOUTH SALT LAKE ("City"), a municipal corporation created under the laws of the State of Utah. The County and the City may be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the City desires to contract with the County for the rebuild and maintenance of a traffic signal at 2700 South Main Street ("Site") in Salt Lake County; and

WHEREAS, the County is willing to enter into such an agreement, and to rebuild the traffic signal at the Site.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. PURPOSE. The County, through its Public Works Department, Operations Division, shall be responsible for all matters pertaining to the rebuild of and improvements to the traffic signal located at the Site and will provide the necessary labor, equipment and materials for said installation, as set out in the Scope of Work, attached hereto as EXHIBIT A and incorporated by reference. Work shall be performed by County to existing County standards for traffic signals on County's public roads. This Agreement governs the County's above rebuild as set out in the Scope of Work.

2. DURATION. The term of this Agreement shall begin upon execution and shall expire on December 31, 2020.

3. OWNERSHIP. Upon completion of the rebuild, the traffic signal shall be owned by the City, and maintained by the County.

4. FINANCING AND PAYMENT. The City shall pay to County the costs per services rendered as set forth in EXHIBIT A. The estimated cost of completion is One Hundred Seventy-Six Thousand Six Hundred Dollars (\$176,600.00). Upon completion of the services each month, the County shall send to City an invoice for the services which the City agree to pay within thirty (30) days.

Upon completion, the traffic signal shall be automatically added to Appendix A of the existing Traffic Signal Maintenance Agreement between the Parties (County Contract No. CA0000000000270), as provided in Paragraph 8 of the Traffic Signal Maintenance Agreement. The City shall pay the County the cost of maintaining the traffic signal in accordance with the Traffic Signal Maintenance Agreement and its subsequent amendments. All County maintenance and inspection of the traffic signal shall be governed by the Traffic Signal Maintenance Agreement.

5. LIABILITY. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6. INDEMNIFICATION. The City agrees to indemnify and hold the County, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents, and employees.

7. REQUIRED INSURANCE POLICIES. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

8. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

9. NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation
Division Director

604 West 6960 South
Midvale, Utah 84047

If to the City: City of South Salt Lake
Attn: Ed Ruefner
220 East Morris Ave.
South Salt Lake, Utah 84115

9. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor, and is not an employee or agent of the City.

10. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. COUNTERPARTS. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

14. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of City or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payment to City.

16. INTERLOCAL COOPERATION ACT. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2020.

SALT LAKE COUNTY

CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

By: _____

Name: _____

Title: _____

Departmental Approval:

By: _____
Scott Baird,
Public Works Director

ATTEST:

Date: _____

South Salt Lake City Recorder

Division Approval:

By: _____
Kevyn Smeltzer,
Division Director

Date: _____

Approved as to Form:

Approved as to Form:

By: **Ryan Lambert** Digitally signed by Ryan Lambert
DN: dc=org, dc=slicounty, ou=Departments,
ou=District Attorney, ou=Users, ou=MAIN,
cn=Ryan Lambert, email=RLambert@slco.org
Date: 2020.05.12 12:30:55 -0600

Ryan W. Lambert,
Deputy District Attorney

By: _____
South Salt Lake City Attorney

Date: May 12, 2020

Date: _____

EXHIBIT “A”

SCOPE OF WORK

REBUILD OF TRAFFIC SIGNAL at 2700 South Main Street to include:

- Install traffic signal upright foundations
- Install steel mast arms and street light extensions
- Pull and connect wire
- Install Power service pedestal
- Install radar detection
- Install Concrete Junction boxes
- Traffic Signal heads
- Powder coated poles
- Remove existing span wire.

Location – 2700 South Main Street

Estimated Cost: \$176,600.00

Upon installation of and improvements to the signal, the signal shall be owned by the City and maintained by the County. The traffic signal will be added to the current Traffic Signal Maintenance Agreement between the parties.

Determination of signal phasing and timing shall be the responsibility of the City. Prior to the County activating the signal, the City shall approve in writing the phasing and timing of the signal. Any changes related to signal phasing, timing, or other modification of the signal shall be initiated and approved in the writing by the City’s traffic engineer or other authorized engineering representative prior to the County implementing the change.