The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 7, 2023, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember William Whetstone

4. Special Recognitions

5. Approval of Minutes:

   A. February 21, 2023

6. Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute

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

period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Resolutions:

A. 23-17: Authorize West Valley City to Enter into a Memorandum of Understanding with the United States Marshals Service Fugitive Task Force

B. 23-18: Approve the Interlocal Agreement Between West Valley City and Salt Lake County for Security Services at the West Valley County Library

C. 23-19: Authorize the City to Provide a Guarantee Letter to the International Olympic Committee

D. 23-20: Authorize the Purchase of Fire Safety Equipment from Statefire DC Specialties, LLC

E. 23-21: Authorize the Purchase of Security Equipment from Stone Security

8. Consent Agenda:

A. Reso 23-22: Ratify the City Manager's Appointment of Julene Jolley to the Professional Standards Review Board for a Term Commencing April 1, 2023 and Ending March 30, 2025

B. Reso 23-23: Authorize the City to Enter into a Right of Way Purchase Agreement and

Accept a Warranty Deed with and from Heber and Utahna Poulsen for Property Located at 4350 South Hawarden Circle

C. Reso 23-24: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from Richard and Pamela Millet for Property Located at 4415 South 3245 West

D. Reso 23-25: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement with and from the Kenneth and Janet Shosted Family Trust for Property Located at 3366 West 4400 South

E. Reso 23-26: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from the Woodson E. and Barbara E. Davis Living Trust for Property Located at 3323 West 4400 South

F. Reso 23-27: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from Ronald and Diana Stephens for Property Located at 3390 West 4400 South

9. New Business:

A. 23-28: Award a Contract to Cody Ekker Construction Inc. for a Storm Drain Installation on Toulouse Street

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 21, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, FEBRUARY 21, 2023 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(electronically)*

ABSENT:

Lars Nordfelt, Councilmember At-Large
Scott Harmon, Councilmember District 2

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder *(electronically)*
Nicole Cottle, Assistant City Manager/General Counsel *(electronically)*
Eric Bunderson, City Attorney *(electronically)*
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director *(electronically)*
Steve Pastorik, CED Director *(electronically)*
Layne Morris, CPD Director *(electronically)*
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director *(electronically)*
John Flores, HR Director *(electronically)*
Jeff Jackson, Acting RDA Director
Sam Johnson, Strategic Communications Director *(electronically)*
Ken Cushing, IT *(electronically)*

OPENING CEREMONY- COUNCILMEMBER HUYNH
Councilmember Huynh asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

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APPROVAL OF MINUTES OF REGULAR MEETING HELD FEBRUARY 7, 2023
The Council considered the Minutes of the Regular Meeting held February 7, 2023. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Regular Meeting held February 7, 2023. Councilmember Huynh seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Daniel Olsen stated that he would like West Valley City to consider Ranked Choice Voting for this coming election year. He indicated that he believes the City should oppose the bill regarding the Unified Police Department and detailed some of the concerns he sees. Mr. Olsen stated that he attended a rally on saving the Great Salt Lake and noted that he would like the City Council to be more vocal and supportive on this front.

Jim Vesock stated that there is trash all over West Valley City streets and there should be employees who take care of these problems. He expressed concern about the status of parks throughout the City. Mr. Vesock expressed concern about Code Enforcement.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Upon inquiry, members of the City Council had no comments.

RESOLUTION 23-13: AWARD A CONTRACT TO BLACK FOREST PAVING, LLC FOR THE 2023 ASPHALT OVERLAY PROJECT
Wayne Pyle, City Manager, presented proposed Resolution 23-13 that would award a Contract to Black Forest Paving, LLC for the 2023 Asphalt Overlay Project.

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

> Bids were opened for the project on January 24, 2023. A total of five (5) bids were received. The lowest responsible bidder was Black Forest Paving, LLC in the amount of $1,395,982.00.

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The project consists of 2.6 miles of asphalt pavement and pedestrian access ramp improvements on the following streets:

Mark Read Circle	Hawarden Circle
Mark Read Street	Westcove Drive
4305 South	Woodcreek Street
4340 South	Hertford Drive
3245 West	Wiltshire Way
Nielsen Way	Sussex Place
Nielsen Circle	Balmoral Way
Hawarden Drive	Roxborough Park Street

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

Councilmember Whetstone moved to approve Resolution 23-13

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-14: AUTHORIZE THE PURCHASE OF A CHALLENGE COURSE FROM GREAT WESTERN RECREATION FOR WEST VIEW PARK
Wayne Pyle, City Manager, presented proposed Resolution 23-14 that would authorize the Purchase of a Challenge Course from Great Western Recreation for West View Park.

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

With the purchase of the properties located at 5980 W 4100 South and 4059 South 6000 West which are located next to West View Park, the Utah and Salt Lake Canal

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Trail and the Mountain View Corridor Field and Trail; the Parks and Recreation Department applied for and received a Utah Outdoor Recreation Grant for $191,565.00 to help with the purchase and installation of a Challenge Course to be utilized by trail and park users. This amount covers the purchase of the challenge course, sports turf impact material, curbing and timers. Great Western Recreation holds a national OMNIA Partners contract, number 2017001134, so it is not necessary to bid the project. Parks and Recreation is in the process of design for the future park which will incorporate the trail, field, and Challenge Course.

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

Councilmember Whetstone moved to approve Resolution 23-14

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 23-15: AUTHORIZE WEST VALLEY CITY TO ACCEPT THE FIRST RESPONDERS MENTAL HEALTH GRANT

Wayne Pyle, City Manager, presented proposed Resolution 23-15 that would authorize West Valley City to Accept the First Responders Mental Health Grant.

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

The Utah Department of Public Safety (DPS), consistent with Utah Code Ann. §§ 53-21-103 has awarded a grant of $24,800 to the West Valley City Police Department for assistance with the costs of providing mental health resources to first responders and their families. The award will be used in a manner consistent with the provisions of the above referenced Utah statute.

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

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Council, and she called for a motion.

Councilmember Huynh moved to approve Resolution 23-15

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSIDER APPLICATION SMI-10-2022, FILED BY JOHN BAIRD, REQUESTING FINAL PLAT APPROVAL FOR THE PSB INVESTMENTS SUBDIVISION LOCATED AT 3909 SOUTH 2200 WEST

Wayne Pyle, City Manager, discussed proposed application SMI-10-2022, Filed by John Baird, Requesting Final Plat Approval for the PSB Investments Subdivision Located at 3909 South 2200 West

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

John Baird, is requesting final plat approval for a two-lot subdivision. The subject property is located at 3909 South 2200 West and was recently rezoned from the A zone to the R-1-8 zone. An existing dwelling occupies the front portion of the property and will remain as part of the subdivision.

Lot 1 will be approximately 8,350 square feet while lot 2 will be approximately 12,003 square feet. Access to the subdivision will be gained from 2200 West. Public improvements including curb, gutter, sidewalk and parkstrip will be required. The applicant will also be dedicating a half width of 33 feet.

Mr. Baird, is proposing to construct a new drive approach to the flag lot. The driveway location for the existing single-family dwelling will remain but will be replaced as a requirement of the development agreement.

The existing dwelling will remain on what will become lot 1. During the rezoning

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process, Mr. Baird agreed to make certain improvements to the existing structure. The wood portions of the exterior will be painted, and all landscaping will be replaced per city standards. The detached garage will be removed and a new two car garage will be constructed for the existing dwelling.

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

Councilmember Whetstone moved to approve Application SMI-10-2022

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSIDER APPLICATION SMI-13-2022, FILED BY RYAN HALDER, REQUESTING FINAL PLAT APPROVAL FOR THE 3500 SOUTH KRAUSE CROSSING SUBDIVISION LOCATED AT 6383 WEST 3500 SOUTH

Wayne Pyle, City Manager, discussed proposed Application SMI-13-2022, Filed by Ryan Halder, Requesting Final Plat Approval for the 3500 South Krause Crossing Subdivision Located at 6383 West 3500 South

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

Ryan Halder is requesting final approval for the 3500 South Krause Crossing Subdivision. The proposed subdivision is located on the southeast corner of 3500 South and 6400 West. The subdivision will consolidate two parcels to create 1 lot of approximately 1 acre in size. The subdivision will also dedicate right-of-way to West Valley City, UTA and UDOT.

The existing hardware store will be replaced with a convenience store and fueling station. A conditional use application was reviewed and approved by the Planning

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Commission in September 2022. All of the site issues including access, landscaping, fencing etc., were addressed as part of that application.

Access to this new lot will be gained from 3500 South and 6400 West. An area along 3500 South is being dedicated to UTA for a new bus stop. The applicant will also be dedicating 7 additional feet along a portion of 3500 South to complete the right-of-way requirements along said street.

In summary, the proposed subdivision will consolidate parcels, dedicate right-of-way, and will establish easements and other information applicable to the division of property.

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

Councilmember Huynh moved to approve Application SMI-13-2022

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. **RESOLUTION 23-16: AUTHORIZE THE ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE PARKWAY BOULEVARD RECONSTRUCTION PROJECT**

Wayne Pyle, City Manager, discussed proposed Resolution 23-16 that would authorize the Acceptance of Temporary Construction Easements Required for the Parkway Boulevard Reconstruction Project

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

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The Parkway Boulevard Reconstruction project is a federally funded project, with the right-of -way being acquired through the UDOT process by a property acquisition consultant. It is anticipated several temporary construction easements will be acquired for property tie-in work on adjacent parcels.

To reduce the amount of time needed to complete right-of-way acquisition, the Public Works Department is requesting authorization to formally accept temporary construction easements on behalf of the city on the Parkway Boulevard Reconstruction Project – 6400 West to Mountain View Corridor (MVC). This same authorization was granted for the 4100 South Reconstruction Project.

All other right of way acquisitions (permanent easement and property acquisition) on the project will continue to be reviewed and approved by the City Council.

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

Councilmember Fitisemanu moved to approve the item on the consent agenda.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

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

Unanimous.

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

DRAFT

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, FEBRUARY 21, 2023 WAS ADJOURNED AT 6:47 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, February 21, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item: US Marshals Service Task Force
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:
A resolution authorizing the City to enter into an Memorandum of Understanding with other local and federal law enforcement agencies as part of the United States Marshals Service Fugitive Task Force.

SYNOPSIS:
In an effort to coordinate local law enforcement resources in the apprehension of persons who have active state and federal warrants for their arrest, law enforcement agencies of the greater Salt Lake Valley, State and Federal agencies have united efforts and resources to form the United States Marshals Service Fugitive Task Force. Members of the police department are deputized through the Marshals Service and generally participate in a part-time role. The police department has worked in partnership with the US Marshals Service for many years and this partnership continuously aids in the apprehension of some of the most violent offenders in our community. This agreement clarifies the responsibilities of participating agencies to establish the groundwork for the administration and operation of the taskforce.

BACKGROUND:
The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offense. Task force personnel will be assigned federal, state, and local fugitive cases for investigation.

RECOMMENDATION:
It is recommended that the Council approve the agreement for the US Marshals Service Fugitive Task Force.

SUBMITTED:
Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY (WVC) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH UNITED STATES MARSHALS SERVICE FUGITIVE TASK FORCE

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements to provide joint undertakings and services; and

WHEREAS, WVC has previously executed other memorandums of understanding with the US Marshalls and other federal government agencies; and

WHEREAS, WVC desires to work with the US Marshals Service; and

WHEREAS, a Memorandum of Understanding has been prepared for execution by and between WVC and the US Marshals Service. This Agreement, which is attached hereto sets forth the rights, duties, and obligations of each of the parties thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced Memorandum of Understanding is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force). Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION: The RFTF/VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the USMS RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local

investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state and local investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/ VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state and local investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state and local investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state and local investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per DOJ Policy dated October, 29, 2020, Body Worn Cameras (BWC) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all DOJ and USMS policies, procedures, documentation, and reporting during their participation. Moreover, pursuant to the DOJ BWC Policy, the USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force, and provide all partner agencies with a copy of the DOJ BWC Policy. That information will be provided separately. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions.

RECORDS AND REPORTS: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are not evidence and may not be released. A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS Office of General Counsel, in consultation with the local U.S. Attorney's Office, if and as applicable.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of the RFTF/ VOTF. No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task

force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS Office of General Counsel where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: District of Utah

UNITED STATES MARSHAL or RFTF COMMANDER:

Print Name: _____

Signature: _____ **Date:** _____

PARTICIPANT AGENCY:

Approved as to Form
Bradley Jeppsen

Name: _____ **Phone:** _____

Location *(City and State)*: _____

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: _____

Signature: _____ **Date:** _____

INVESTIGATIVE OPERATIONS DIVISION:

Print Name: _____

Signature: _____ **Date:** _____

Item #:	
Fiscal Impact:	
Funding Source:	Salt Lake County Library
Account #:	N/A
Budget Opening Required	No

ISSUE:

Authorize the city to enter into an interlocal agreement with Salt Lake County to provide off-duty police presence at Salt Lake County's West Valley library branch.

SYNOPSIS:

This resolution authorizes the entering into an interlocal agreement with Salt Lake County.

BACKGROUND:

Salt Lake County wishes to hire off-duty West Valley City Police Officers to provide security and law enforcement services on an as needed basis at the West Valley branch of the Salt Lake County library system. The county wishes to enter an interlocal agreement to govern the conditions under which they hire off-duty officers. The interlocal agreement is consistent with the Police Department's secondary employment hiring procedures.

RECOMMENDATION:

Approve entering into the interlocal agreement herein referenced.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR SECURITY SERVICES AT THE WEST VALLEY COUNTY LIBRARY.

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and.

WHEREAS, County desires to contract with City for security services at County's library in West Valley City located at 2880 West 3650 South, West Valley City, Utah 84119 ("West Valley Library"); and

WHEREAS, City desires to make post certified police officers ("Officers") available to County on an as needed basis subject to availability and needs of City; and

WHEREAS, City and County agree that an increased police presence at the West Valley Library will fulfill needed security requirements and alleviate the impact on patrol officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Amendment for and on behalf of West Valley City subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

The City is authorized to, from

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2023.

WEST VALLEY CITY

_____

MAYOR

County Contract No.
District Attorney No. 23-000180

INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
WEST VALLEY CITY
for security services at the West Valley County Library

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah on behalf of the Salt Lake County Library Services ("County") and **WEST VALLEY CITY**, a municipal corporation of the State of Utah ("City"). County and City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, County desires to contract with City for security services at County's library in West Valley City located at 2880 West 3650 South, West Valley City, Utah 84119 ("West Valley Library"); and

WHEREAS, City desires to make post certified police officers ("Officers") available to County on an as needed basis subject to availability and needs of City; and

WHEREAS, City and County agree that an increased police presence at the West Valley Library will fulfill needed security requirements and alleviate the impact on patrol officers; and

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties hereby agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED

City shall provide opportunities for Officer(s) along with all necessary equipment and vehicles to the West Valley Library to provide security and law enforcement services on an as needed basis as determined by County subject to City's available resources and other policing requirements.

An assigned Officer(s) will be authorized, knowledgeable, and experienced in providing security and related law enforcement activities. Activities may include but are not limited to: maintaining civil order, issuing criminal citations, and performing arrests as necessary.

Officers assigned by City to provide security services at the West Valley Library shall not have additional police duties, tasks, or obligations to perform during their assignment at the West Valley Library. County agrees to allow Officers assigned to the West Valley Library to respond and/or assist in other law enforcement activities not involving the West Valley Library when City determines in its discretion that an additional law enforcement response is necessary.

2. TERM

The term of this Agreement shall begin on January 01, 2023 and shall terminate on December 31, 2023 ("Term"). Thereafter, this Agreement may be renewed by a written amendment on an annual basis according to its existing terms. The maximum length of this Agreement and subsequent renewals is December 31, 2028.

3. COMPENSATION

County shall pay to the City treasurer Fifty-One Dollars ($51.00) per hour for each non-supervisory Officer assigned to and present at the West Valley Library in performance of the duties contemplated by this Agreement. County shall pay to the City treasurer Sixty-One Dollars ($61.00) per hour for each supervising officer assigned to and present at the West Valley Library in performance of the duties contemplated by the Agreement.

City shall submit invoices to County on a quarterly basis. Invoices shall include, but are not limited to, an invoice number, date the service was provided, name of personnel providing the service, number of hours worked each date, the specific rate of each assigned Officer, and a total extended dollar amount. County shall pay City within thirty (30) days of receipt of invoice.

4. TERMINATION

This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice to the other party. Upon such termination, City shall be paid for all services up to the date of termination. County and City agree that the termination of this Agreement by the other party will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

5. INDEMNIFICATION AND IMMUNITY

Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, County and City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither County nor City shall have any liability whatsoever for any negligent act or omission of the other

Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. INSURANCE

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

7. INDEPENDENT CONTRACTORS

The relationship of County and City under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and City of employer and employee, partners or joint ventures.

8. AGENT

No agent, employee or servant of 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 workers' 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 acts and for the acts of its agents, employees, and servants during the performance of this Agreement. City and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

9. COUNTY REPRESENTATIVE

County shall designate an employee and make known to City the name and title of this employee within its organization who is authorized to act as County's representative in its performance of this Agreement. County’s representative shall have the responsibility of working with the City to coordinate the performance of its obligations under this Agreement.

10. CITY REPRESENTATIVE

City shall designate an employee and make known to County the name and title of this employee within its organization who is authorized to act as City's representative in its performance of this Agreement. City’s representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

11. NOTICES

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by 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 prepaid, and certified and addressed to the Parties as set forth below:

COUNTY:	Contracts Administrator Salt Lake County 2001 South State, Suite, N4-500 Salt Lake City, Utah 84190-3100
With a copy to:	Salt Lake County Library Services 8030 South 1825 West West Jordan, Utah 84088
CITY:	West Valley City Recorder's Office 3600 Constitution Boulevard West Valley City, Utah 84119
With a copy to	West Valley City Attorney's Office 3600 Constitution Boulevard West Valley City, Utah 84119

12. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. NON-DISCRIMINATION

City and County agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status or disability, or any other basis protected by law in connection with the obligations of each party under this Agreement.

14. ETHICAL STANDARDS

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 contract 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 statute 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 statute or Salt Lake County ordinances.

15. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by City of applicable law, rule or regulation, shall constitute an event of default under this Agreement. City is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of his duties and obligations under this Agreement.

16. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

17. NON-FUNDING

If City's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature, the Salt Lake County Council, City Council, or other legislating body and if the legislating body fails to appropriate the funds necessary for the performance of services contemplated hereunder, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or City of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or City, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

18. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.,* and in connection with this Agreement, the Parties agree as follows: (a) this Agreement shall be approved by each party pursuant to § 11-13-202.5; (b) this Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to §11-13-202.5; (c) an executed original counterpart shall be filed with the keeper of records for each party pursuant to §11-13-209; (d) no separate legal entity is created by the terms of this Agreement. 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; and (e) 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.

19. ENTIRE AGREEMENT

County and City acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and City, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

20. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

21. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above,

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Date: _____

WEST VALLEY CITY

By: _____

Date: _____

Title: _____

DEPARTMENTAL APPROVAL:

By: _____
Salt Lake County Library Director or Designee

Date: _____

Approved as to From
Bradley Jeppsen
WVC Attorney's Office

Reviewed & Advised as to Form & Legality

By: Megan L. Smith
Megan L. Smith,
Deputy District Attorney

Date: Feb. 14, 2023

Item:
Fiscal Impact: None
Funding Source: NA
Account #: NA

Budget Opening Required: No☐

ISSUE:

A resolution authorizing the City to provide a Guarantee Letter to the International Olympic Committee (IOC)

SYNOPSIS:
This resolution authorizes a guarantee letter from West Valley City to the International Olympic Committee (IOC) in support of Utah's ambition to host the Olympic and Paralympic Winter Games. The guarantee letter is to guarantee the City's intent to work with the IOC on the following items: Venue accessibility, Infrastructure support, Security, Medical services & public health, Other public services, IP protection, Advertising space controls, Respect Olympic Charter, and Human Rights.

BACKGROUND:

West Valley City and the Salt Lake City-Utah Committee for the Games (SLC-UTCG) have entered into an Olympic Venue Use Agreement that will allow the Committee exclusive use of the Maverik Center to host Olympic Men's and Women's Ice Hockey during the Olympic and Paralympic Winter Games of 2030 or the Olympic & Paralympic Winter Games of 2034.

SLC-UTCG is the organization working jointly with the United States Olympic and Paralympic Committee (USOPC) to bring the Olympic Winter Games to Utah in 2030 or 2034. The final bid and subsequent decision from the International Olympic Committee (IOC) are set for 2023 or later.

It is anticipated that the IOC will invite SLC-UTCG into a Targeted Dialogue regarding hosting a future Olympic and Paralympic Winter Games sometime in 2023. As part of that process, SLC-UTCG must obtain initial guarantees that confirm a range of information and obligations from public authorities and other organizations. In order to stay ahead of this process, SLC-UTCG hopes to complete the guarantees by March 31, 2023.

West Valley City government demonstrated unwavering support that underpinned the success of the Salt Lake 2002 Olympic Winter and Paralympic Winter Games. SLC-UTCG now looks to build on that foundation.

RECOMMENDATION:
The WVC Director of Asset Optimization recommends approval.

SUBMITTED BY:
Andy Carroll, West Valley City Economic Optimization

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO PROVIDE A GUARANTEE LETTER TO THE INTERNATIONAL OLYMPIC COMMITTEE.

WHEREAS, the Salt Lake City – Utah Committee for the Games (the "Committee") is seeking to host the 2030 or 2034 Winter Olympic Games in Utah; and

WHEREAS, the Committee is engaged with the International Olympic Committee (the "IOC") to meet the IOC's requirements for hosts; and

WHEREAS, the IOC requires that certain preliminary commitments be made by state and local governments as a part of the award process; and

WHEREAS, a Guarantee Letter in the form attached hereto has been prepared by the IOC, the Committee, and the City setting forth said commitments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that said Guarantee Letter is hereby approved and that the City is authorized to provide said Guarantee Letter and any related documentation to the IOC, the Committee, and other relevant parties.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Mr. Thomas Bach
President
International Olympic Committee
Maison Olympique
1007 Lausanne
Switzerland

Dear President Bach:

As Mayor of West Valley City, I wholeheartedly support the Salt Lake City-Utah Committee for the Games to host a future Olympic and Paralympic Winter Games in our community. On behalf of our residents, we are grateful for the consideration of the International Olympic Committee (IOC) to host a future Games in Utah.

The Games in 2002 propelled the construction of E Center (now Maverik Center) which hosted ice hockey during the Olympic Games and ice sledge hockey during the Paralympic Games and drove redevelopment of the surrounding area. The Maverik Center is the center of entertainment in West Valley City, and we are honored for its inclusion in the Salt Lake City-Utah future Games master plan.

There is consistent, overwhelming public support in our community for the Games, as well as the potential for their return. Thousands of our residents had an opportunity in 2002 to see the world's best athletes compete in the world's greatest event. Many, many more wish to see them compete here again.

West Valley City is one of the most diverse communities in the State of Utah, and the IOC's commitment to sustainable and inclusive Games resonates with our residents. Many in our city were blessed with incredible opportunities to develop skills, experience, and relationships – as volunteers, staff, contractors, and partners – that have enabled West Valley City and the State of Utah to host more than 900 national and international sport competitions in the past 20 years. And they stand ready to organize a future Games in Utah that will elevate winter sport, our community, and the Games experience.

To ensure the Games will be delivered successfully, West Valley City stands ready. As Mayor of West Valley City, I hereby guarantee the support of West Valley City in respect of:

- non-discrimination towards persons with reduced mobility; that national and international accessibility standards will be applied for the Games and that accessibility will be fully integrated into the planning and construction phases of any new venue (G1.3);
- the delivery of (i) power, (ii) telecommunications infrastructure, (iii) fixed and mobile telecommunication capacity as well as (iv) frequencies, in an appropriate level and quality to meet the needs of the Olympic Games, accompanied by corresponding support services (G1.5);

- the secure and peaceful celebration of the Games, and to provide all the required services to this effect, including to efficiently prevent and address any type of security threats related to the Games, including with regard to physical and cyber security (concerning without limitation accredited persons and all Games-related information and telecommunication services and infrastructure); and to cooperate with the Organizing Committee for the Olympic Games (OCOG) and the IOC on security matters, including by sharing with the IOC the necessary information, according to the allocation of responsibility outlined in the Salt Lake City-Utah Preferred Host Submission (G1.9);
- the protection of the health and safety of Games participants, media, other accredited persons and spectators (including in case health and safety are threatened due to a pandemic or other major health crisis, terrorism or other forms of violence, natural disaster or any other cause of major importance); West Valley City's responsibility for all aspects of medical and health services related to the Games; and the ability for team physicians to treat their national delegation within West Valley City if necessary during the period of the Games (G1.10);
- public services West Valley City generally provides the public, with the OCOG only held responsible to pay for incremental costs directly associated with planning and delivering the Games (G1.11);
- the protection of Olympic Properties through adequate and continuing legal protection of Olympic Properties within West Valley City in the name of the IOC; appropriate legislation to ensure protection of the IOC's rights and interests in relation to the Games (such as, without limitation, regarding protection against unauthorized street trading, unauthorized ticket resale, unauthorized live sites and public viewing events, unauthorized broadcast or retransmission of Games images, ambush marketing and counterfeit merchandise; and securing of advertising space); and procedures and remedies allowing for timely resolution of disputes (G3.1);
- binding options from relevant third parties (public or private) for the acquisition of all existing or hereafter developed outdoor advertising space (e.g., billboards) including i. at any premises of the sites at which competitions or official events and activities of the Games will be held as well as any neighboring land and facilities up to five hundred meters in and around the perimeter of such sites; and ii. on public transport (e.g., buses, metro, trams, etc.) and adjacent parking facilities in West Valley City (e.g., venue cities, ports of entry, transport hubs, including indoor or outdoor advertising at airports) (G3.2);
- the respect of Olympic Charter, including the IOC Code of Ethics in all activities related to the organization of the Games, acknowledging of the prohibition of any form of discrimination with regard to a country or a person on grounds of race, color, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth, or other status (G5.2.i);
- the assurance that human rights shall be protected and respected in all activities related to the organization of the Games. Any violation of human rights will be remedied in a manner consistent with international agreements, laws and regulations applicable within West Valley City, and in a manner consistent with all internationally recognized human rights standards and principles,

including the United Nations Guiding Principles on Business and Human Rights, applicable within West Valley City (G5.2.iv);

Thank you for your consideration.

Sincerely,

Karen Lang
Mayor, West Valley City

Item #:	
Fiscal Impact:	$60,503.00
Funding Source:	State of Utah DGO/DFCM Legislative Pass-Through Project # 20400300 & Repairs and Replacement Fund
Account #:	
Budget Opening required:	

ISSUE:

Purchase Fire Alarm Panel replacement and Beam Detectors for the Maverik Center.

SYNOPSIS:

This resolution authorizes the purchase of Fire Alarm Panel and Beam Detectors and related products and accessories to replace Fire Panel and Beam Detectors at the Maverik Center.

BACKGROUND:

This will replace original life safety equipment at the Maverik Center. The funding will come from State of Utah State of Utah DGO/DFCM Legislative Pass-Through Project as well as the Repairs and Replacement funds for the Maverik Center. State Fire is an approved vendor as a Statewide Best-Value Cooperative Contract for Fire Sprinkler Systems company Contract #MA 3942.

RECOMMENDATION:

Approve the purchase.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE SAFETY EQUIPMENT FROM STATEFIRE DC SPECIALTIES, LLC.

WHEREAS, the City desires to purchase certain fire safety equipment for the Maverik Center (the "Equipment"); and

WHEREAS, Statefire DC Specialties, LLC holds the state contract to provide said Equipment; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment from Statefire DC Specialties, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Statefire DC Specialties, LLC for an amount not to exceed $60,503.00 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item #:	
Fiscal Impact:	$60,503.00
Funding Source:	State of Utah DGO/DFCM Legislative Pass-Through Project # 20400300 & Repairs and Replacement Fund
Account #:	
Budget Opening required:	

ISSUE:

Purchase Fire Alarm Panel replacement and Beam Detectors for the Maverik Center.

SYNOPSIS:

This resolution authorizes the purchase of Fire Alarm Panel and Beam Detectors and related products and accessories to replace Fire Panel and Beam Detectors at the Maverik Center.

BACKGROUND:

This will replace original life safety equipment at the Maverik Center. The funding will come from State of Utah State of Utah DGO/DFCM Legislative Pass-Through Project as well as the Repairs and Replacement funds for the Maverik Center. State Fire is an approved vendor as a Statewide Best-Value Cooperative Contract for Fire Sprinkler Systems company Contract #MA 3942.

RECOMMENDATION:

Approve the purchase.

STATEFIRE DC SPECIALTIES, LLC
2550 S. West Temple
Salt Lake City, UT 84115
Phone: (801) 288-2100
Fax: (801) 269-1606
Toll Free: (800) 523-4300
www.statefire.com

COST PROPOSAL

JOB INFORMATION:

Job Name: Maverik Cntr Fire Alarm Panel Upgrade
Job Address: 3200 S. Decker Lake Dr.
City: West Valley City
State: UT Zip: 84119
Contact: Kevin Bruder
Phone: (801) 988-8044
Email: kbruder@maverikcenter.com

Date: 11/3/2022
Quote #: KA-0111

BILL TO:

Company: Same
Address:
City:
State: Zip:
Contact:
Phone:
Email:

Quoted By: Kyle Arigot
Phone: (801) 707-0796

StateFire DC Specialties, LLC, for and in consideration of the cost herein named, proposes to furnish the material, equipment and/or labor hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK: Replace three (3) existing, obsolete, EST2 Network Node Panels and associated amplifiers with new, EST equipment that is compatible with all existing Fire Alarm equipment and wiring. Provide installation, programming, system commissioning and testing associated with the upgrade and tag the panels accordingly. This proposal is based on reusing all existing NAC Power Supplies, Batteries, Addressable Devices, *Beam Detectors, Speakers, Strobes, Relays and wiring. Provide a copy of the programming configuration to the customer along with training on system operation.

EXCLUSIONS: **Material Sales Tax, shop drawings, maps, calculations, permits, bringing the existing system up to meet current code requirements, repair or replacement of any existing wiring or field devices, temporary Fire Watch, lifts or scaffolding, premium time labor or expedited freight charges.** (Note additional Exclusions stated in the Terms and Conditions contained herein.)

COST:

StateFire DC Specialties, LLC proposes to furnish the aforementioned material, equipment and/or labor for the sum of ***Forty-four Thousand One Hundred Thirty DOLLARS ($44,130.00)*** *excludes material sales tax*

ADD OPTION:** Replace seven (7) existing Beam Detector sets w/new devices including protective wire guards. **ADD OPTION COST:** ***Sixteen Thousand Three Hundred Seventy-three DOLLARS ($16,373.00) *excludes material sales tax*

NOTE: Proposed cost is contingent upon the West Valley City Fire Marshal, who may require changes to the system, which will alter the proposed cost.

If StateFire DC Specialties is awarded this Cost Proposal, please complete the following Customer Acknowledgement and Authorization and return it to the address listed above.

CUSTOMER ACKNOWLEDGEMENT AND AUTHORIZATION:

The person signing below acknowledges that he/she is authorized to sign on behalf of the Customer, and has read the entire Cost Proposal, understands it, and agrees to be bound by its Terms and Conditions as stated herein.

By signing this Cost Proposal, Customer authorizes StateFire DC Specialties, LLC to complete the work according to the specifications of this Cost Proposal as outlined. Signing this Cost Proposal constitutes a legal and binding contract between all parties.

Signed By:_____ Title:_____

Print Name:_____ Date:_____

Note: If your Company requires a Purchase Order, please include the Purchase Order #:_____

TERMS & CONDITIONS

MATERIALS AND EQUIPMENT: All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the "Title" to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.

EXCLUSIONS: This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.

CHANGE ORDERS: Any deviation, alteration or changes from this Cost Proposal will be executed only on receipt of a written Work Order. Said changes shall in no way affect or make void this Cost Proposal. Costs for changes or modification to this Cost Proposal will be based on StateFire DC Specialties' current labor rate per man-hour during StateFire DC Specialties LLC normal working hours. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price. The additional work is to be paid for in one lump sum when the next installment is due. If no installment was agreed upon, payment will be made in one lump sum after the additional work has been completed, within thirty (30) days after the owner/general contractor is charged for it. StateFire DC Specialties LLC must receive written authorization prior to commencement of the work. **NO WORK SHALL COMMENCE UNTIL STATEFIRE DC SPECIALTIES LLC RECEIVES WRITTEN AUTHORIZATION.**

EXISTING SYSTEMS: This Cost Proposal is based on the existing system(s) product(s) (e.g., hardware, software, and firmware) are all accessible and up to date. StateFire DC Specialties LLC assumes no responsibility or liability for correcting any product(s) (e.g., hardware, software, and firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.

NATIONAL AND LOCAL CODES: Installation(s) completed by StateFire DC Specialties LLC shall comply with the current edition of all applicable practices, codes, methods and standards of the National Fire Protection Association (NFPA) , and as adopted by the State of Utah. Errors in design by the architect and/or engineer are not the responsibility of StateFire DC Specialties LLC. Any additional wiring, equipment, etc. not indicated on the plans and specifications that are required by others (i.e., Inspectors) shall not be part of this Cost Proposal.

TESTING: Unless agreed otherwise, the Acceptance Test provided for in this Cost Proposal will be carried out during StateFire DC Specialties LLC normal working hours. If the Specifications for testing are not specified, the test will be carried out in accordance with common practice in the industry. StateFire DC Specialties LLC will notify the owner/general contractor in a timely manner in order to give them the opportunity to be present during the Acceptance Test. If the owner/general contractor decides not to be present, StateFire DC Specialties LLC will inform the owner/general contractor of the results of the testing, and the owner/general contractor will not be entitled to dispute the accuracy of that result. Cost of special inspections is not included in this Cost Proposal. Should special inspections arise (by no fault of StateFire DC Specialties LLC) from construction activities and be required by the owner/general contractor and/or inspector, as a condition of the permit or granting of occupancy, owner/general contractor shall be responsible to pay all costs associated with these inspections.

CLEANING: StateFire DC Specialties LLC shall remove all waste materials and rubbish attributable to the work to an appropriate disposal location provided by the owner/general contractor at or near the site.

PAYMENT TERMS: If other payment terms have not been included in this Cost Proposal, payment will be due within thirty days (30) of the invoice date, without any right to discount or setoff. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged interest at a rate of 1.5% per month (18% APR) with a monthly minimum of five dollars ($5.00) until the balance is paid in full. Acceptance of this Cost Proposal is notice if any invoices become past due that StateFire DC Specialties LLC will enforce the UTAH LIEN LAW. No release of lien shall be signed unless all past due payments are paid in full.

WARRANTY: Warranties shall apply exclusively to the system(s), as stated in this Cost Proposal, installation of the material, wire, equipment, and any other items supplied by StateFire DC Specialties LLC. Warranty does not apply to: (a) The warranty of wire and equipment supplied by others; (b) The assembly of wire and equipment supplied by others; (c) Material, wire, equipment and other items supplied by others; and (d) Extensions or additions to the original installation if made by others.

Warranty shall commence as soon as the work has been completed in the manner agreed upon and all Acceptance Tests have been passed, the owner/general contractor will be deemed to have accepted the work, and the warranty period will start for a maximum period of one (1) year on all equipment and one (1) year on all labor. After the work has been accepted, the owner/general contractor will have no further liability for defects in the work. Warranty or service will not be performed if any payments according to this Cost Proposal become past due including change orders.

STATEFIRE DC SPECIALTIES LLC SHALL NOT BE LIABLE: For failure to perform, if prevented by labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond StateFire DC Specialties' LLC control. In no event shall StateFire DC Specialties LLC be liable for special or consequential damages whatsoever.

OWNER/GENERAL CONTRACTOR DEFAULTS: Owner/general contractor will be in default if: (a) Any payment called for under this Cost Proposal and all authorized change orders become past due; (b) Any written agreement made by the owner/general contractor is not promptly performed; (c) Any conditions warranted by the owner/general contractor prove to be untrue.; and (d) Failure of owner/general contractor to comply with any of the conditions of this Cost Proposal.

STATEFIRE DC SPECIALTIES LLC REMEDIES IN THE EVENT OF OWNER/GENERAL CONTRACTOR DEFUALTS: StateFire DC Specialties LLC may do any or all of the following: (a) Suspend the work and remove any StateFire DC Specialties LLC supplied material/equipment from the premises, whether or not it has been installed and whether or not it has been placed in operation. In this regard, owner/general contractor agrees that StateFire DC Specialties LLC may enter upon owner/general contractor property for the purpose of repossessing such equipment without liability to owner/general contractor for trespassing or any other reason; (b) Suspend fulfillment of our obligations, without prejudice to our other rights; and (c) Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/general contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by StateFire DC Specialties LLC in enforcing its rights under this Cost Proposal.

INSURANCE COVERAGE: StateFire DC Specialties LLC carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. Owner/General Contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/general contractor.

PROPRIETARY STATEMENT: This document contains confidential and proprietary information and is the property of StateFire DC Specialties LLC. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to StateFire DC Specialties LLC upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of thirty (30) days from the document date unless StateFire DC Specialties LLC authorizes an extension. All prior negotiations and writings of any kind concerning this work are superseded and supplanted by this Cost Proposal, unless specifically included in this Cost Proposal.

LICENSING: Utah Contractor's Board State Issued Licenses: CL#6686678-5501

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Interstate Fire Sales and Services LLC.
Name

2550 S. West Temple
Street Address

Salt Lake City	Utah	84115
City	*State*	*Zip*

Vendor # VC0000139467 Commodity Code #: 99042 Legal Status of Contractor: Limited Liability Company

Contact *Name:* Chuck Elliott *Phone Number:* +1 801-288-2100 *Email:* chuck@statefire.com

2. CONTRACT PORTFOLIO NAME: Fire Sprinkler Service.
3. GENERAL PURPOSE OF CONTRACT: Public Safety.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY22, Solicitation# GJ22-5
5. CONTRACT PERIOD: Effective Date: Tuesday, June 14, 2022. Termination Date: Sunday, June 13, 2027 unless terminated early or extended in accordance with the terms and conditions of this contract.
6. Administrative Fee (if any): One Half of One Percent (or 0.50%).
7. Prompt Payment Discount Details (if any): N/A.
8. ATTACHMENT A: Standard Terms and Conditions for Goods and Services
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Price
   ATTACHMENT D: N/A

   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #GJ22-5.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

    IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Charles Elliott
Charles Elliott (Jun 13, 2022 07:48 MDT)
Contractor's signature — Date: 06/13/2022

Charles Elliott — Account manager
Type or Print Name and Title

DIVISION OF PURCHASING

Director, Division of Purchasing — Date: 06/15/2022

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
   f) "**Division**" means the Division of Purchasing and General Services.
   g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
   h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
   i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
   j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
   n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract 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.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

    On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User 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 Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

    Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY**. The Contractor shall maintain the following insurance coverage:
    a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.
    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
    d. Other insurance policies required in the Solicitation.

    Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

    The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED**.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User.

    If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.

27. **OWNERSHIP IN CUSTOM DELIVERABLES**: In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:

    1. Contractor has received payment for the Custom Deliverables,

    2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and

    3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

    4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.

    Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.

29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.

31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**
    a. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check,EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

    b. Quarterly Reports**:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor..

    c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

    d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

    e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING**: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

37. **END USER AGREEMENTS**: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**: Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE**: The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ISRAEL**: In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

Attachment B - Scope of Work
Fire Sprinkler Systems Service, Repair, & Testing

PURPOSE

The purpose of this State of Utah Cooperative contract is to provide fire sprinkler systems service, repair, & testing. Contractor must furnish all labor, materials, equipment, supplies, tools, transportation, and incidentals as required to complete each project. The resulting contract will be for small jobs of an estimated cost of less than $50,001/job. The contract is for the benefit of public entities (State of Utah departments, agencies, and institutions, colleges, universities, school districts, special service districts, cities, counties, etc.), nonprofit organizations and agencies of the federal government.

Buyers may purchase using a best value determination specific to individual project needs.

ORDERING

Public entities may order service on an as needed basis. The minimum order for this contract is one (1) visit or one (1) item.
Notice to proceed will be in the form of a purchase order from the eligible buyer. Do not proceed without a purchase order, unless it is an emergency situation.

DELIVERY REQUIREMENTS

Products shall be delivered as requested on the purchase order. When applicable, the Contractor shall ship by the best and least costly way. The State shall be made aware of all shipping charges at the time of order.

The equipment furnished under these specifications shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Contractor represents that all equipment offered under these specifications is new at time of delivery. Discontinued, demonstrator or developmental models are not acceptable.

LICENSURE

Contractor is required to hold a current, valid, state of Utah S370 fire suppression systems contractor license. Contractor will maintain for the duration of the contract period all licenses necessary to lawfully perform the services covered by this contract, including a Business License from the applicable jurisdiction. Contractor's business license may be requested by the buyer. Contractor will advise Utah State Division of Purchasing immediately in writing of any limitation, cancellation, or other termination of such license.

QUOTES & INVOICES

It is encouraged that contractor visit facility(ies) and conduct their own survey to familiarize themselves with the systems being serviced under the request for quote along with the condition of the equipment, and the scope of services required to provide for the inspection and testing of these systems prior to issuing a quote to the eligible user.
Prices quoted must be all inclusive. Quotes and invoices shall be itemized, including enough detail to confirm contracted rates are being applied. Any applicable travel expenses per Attachment C, Price, must be included in the quote to the buyer. Additional surcharges like labor cost, equipment charge, travel time, mobilization, fuel charges, office charges, overhead or trip charges will not be allowed.
Quotes shall include applicable hourly labor rates and the percent above cost for, parts, equipment, materials and supplies related to a modification of an existing system along with a summary of any additional reimbursable expenses considered necessary to complete a project.
Invoice charges (travel, hourly, product, etc) must match or be lower than the quote. If required as a result of the test, inspection or service call, any faulty devices that only require cleaning, adjustment and or reset for proper operation shall be at no additional charges.

No "Draws", prepayments, nor partial payments will be allowed.

RECALLS

Contractor must ensure all products meet all safety standards and regulations. Contractor also must communicate ALL RECALLS with client immediately.

1. SCOPE FOR FIRE SPRINKLER SYSTEM SERVICES

1.1 Qualified fire protection systems firms shall provide consultation and a broad range of fire sprinkler systems and who have the experience, knowledge, and skill to install, repair, alter, and add to fire suppression systems as well as provide preventive maintenance, repair, inspection and testing for various buildings / facilities of eligible users.

1.2 On an on-call, as-needed basis, or scheduled visits per the direction of the eligible buyer. Service and repairs that would be disruptive to facility occupants will be performed outside normal building hours with the exception of emergency repairs required to maintain building occupancy.

The service and testing contractor shall work directly with the eligible buyer to resolve all equipment, service and testing issues in order to ensure a fully functioning trouble free and reliable fire sprinkler system. No replacement work shall be undertaken without the expressed approval of the eligible buyer.

The service company is to provide and have immediately available all equipment necessary for the proper testing and maintenance of the systems.

The service and testing company personnel shall protect all eligible user equipment and building surfaces including all furniture, painted surfaces such as walls, doors, door frames, and all floors, and windows from damage when providing either service or testing services. The service and testing contractor shall be responsible for all damage that may be caused by service company personnel. All such damage shall be replaced or repaired at the service company's expense. Additionally, the contractor is responsible for cleaning up any dirt or debris and trash removal associated with their work.

For buyers requesting scheduled visits, contractor may provide quarterly and annual testing, inspections and maintenance to all eligible user/buyer fire sprinkler/ suppression systems including a broad range of fire protection services such as preventive maintenance, installation to existing systems, repair, inspection, and testing for various buildings/facilities that are operated by the eligible user/buyer.

1.3 Preventive maintenance and repairs may include, but not be limited to, wet and dry sprinkler systems, AFFF suppression systems, FM-200, fuel driven fire pumps, and fire riser(s) repairs/maintenance. It may also include quarterly and annual testing of suppression system(s) and domestic water back flow preventers (BFP's).

1.4 Clean up and disposal of any scrap material must be conducted in a legal manner. The ownership of said materials will be transferred to the contractor at time of removal, as per determination by the buyer, unless otherwise notified.

1.5 The successful Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work.

1.6 Quarterly:

Inspect and test the fire sprinkler systems may include, but not limited to, the following:
- Main drain test
- Fire Pump
- Operate all valves
- Flow the inspector's test to check alarms
- Tag all valves

1.7 Yearly:

Inspect and test the fire sprinkler systems may include, but not limited to, the following:
- Main drain test
- Fire Pump
- 5-year obstruction test
- Operate all valves
- Flow the inspector's test to check alarms
- Tag all valves
- Test the anti-freeze system
- Complete all visual inspection of all piping and related equipment
- Furnish an inspection report for each system

1.8 Quarterly inspections will be conducted during the 3 remaining quarters where no annual inspection was completed.

These quarterly inspections will be completed within a couple weeks of the 3-month mark since the previous inspection.

If there is an issue, and the timeline has to be moved due to unforeseen circumstances, contractor will communicate this with the eligible user in a timely manner.

1.9 The exact timeframe for annual inspections will be identified by the eligible user/buyer on when the systems' annual inspections are due. The annual inspections will be completed within the same month they are due. During the quarter when the annual inspections are due, a quarterly inspection will not be completed. This is directly related to the comprehensiveness of the annual inspection. This inspection will cover the work typically required of a quarterly inspection as well as testing of the anti-freeze system and a visual inspection of all piping and related equipment. Following the annual inspection, an electronic inspection report will be provided to the end user for each system that was inspected.

Contractor must provide complete verification of all annual inspections to include detailed mapping of shut off valves, drains and controls for each system. Documentation must comply with all fire codes and local fire ordinances as per Utah State Fire Marshall.

Visual inspections of sprinkler heads, spare sprinklers, piping and pipe fittings from floor, standpipe, hangers and seismic bracing, hose racks, valves, valve components, trim inspections, fire department connections, hose connection/hose valves, pressure reducing valves, hose nozzles, main drain test, inspector's flow test (wet systems), main line strainers, partial trip on dry systems, low points drained on dry systems, air compressor test on dry systems, tamper and water flow switch alarm verification, pressure gauge readings, and fire pump inspections and testing and private fire service and any other inspection and or service required under NFPA 25 and the Utah code.

1.10 All eligible/buyer locations will be completed at approximately the same time to maintain efficiency, lower costs of inspections, and ensure all annual/quarterly inspections are completed on time.

1.11 Response Time. Response time must be within three days.

Emergency response must be within 24 hours, responding to all calls/alarm-initiating-devices within (1) one hour and providing service at the affected site within (3) three hours. The service and testing company shall provide only new and unused replacement parts for any repairs or replacements that may be required to return a system to a normal operating condition unless otherwise accepted by the eligible user.

A request for emergency service (24) twenty-four hours a day shall not be between an intermediary (telephone answering service) and the service and testing company.

1.12 Damages: Any damages occurring during the completion of a project, incidental of otherwise, to buyers' or adjacent properties must be repaired at the contractor's expense and to the owner's satisfaction.

1.13 Project Team: A minimum of at least two persons normally employed by the service company on a full-time basis in the capacity of installing, inspecting and testing fire sprinkler systems shall be provided to perform all testing and inspections.

Attachment C Price
Fire Sprinkler Systems Service, Repair, & Testing

Company Name:	State Fiire DC Specialties, LLC
Contact Name:	Chuck Elliott
Contact Information:	801-230-1157 Chuck@statefiire.com
24hr Emergency Phone#:	801-288-2100
Website:	WWW.STATEFIRE.COM

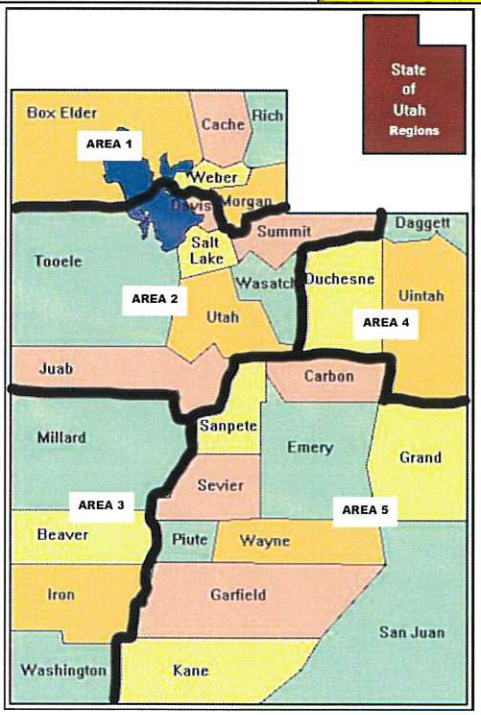
The hours of work are defined as follows:
Normal Business Hours: 7:00 a.m. to 5:00 p.m., Monday - Friday (excluding holidays)
Premium Hours: Evening--5:01 p.m. to 6:59 a.m.
Premium rate charges (overtime charges) shall apply to all work provided for emergency service or repairs on Saturday, Sunday and holidays as recognized by the Fed. Gvmt. or the State of Utah.

Pricing for Fire Sprinkler System Services (Pricing must be in compliance with scope requirements)

% markup for materials and parts:	25%
% markup for equipment and supplies:	25%
Pre-mixed Antifreeze, gal:	MV
Concentrate Antifreeze, gal:	n/a

	Regular Hr. Rate	Premium Hr. Rate
Foreman labor rate for repair & maintenance:	$ 125.00	$ 187.50
Technician labor rate for repair & maintenance:	$ 120.00	$ 180.00

Inspection, fire sprinkler system, each	$ 225.00
Inspection, antifreeze loop, each	$ 35.00
Inspection, 5-year obstruction test, each	$ 550.00
Inspection, fire pump inspection, each	$ 625.00
Inspection, Main drain test, each	$ 50.00
Inspection, Flow the inspector's test to check alarms, each	$ 50.00
Inspection, Operate all valves, each	$ 50.00
Inspection, Tag all valves, each	$ -
Inspection, visual inspection of all piping and related equipment, each	$ -
Inspection report for each system	$ -
Describe volume discount for the above:	none



Per the above map, please identify your service area(s):

Areas 1, 2 & 4

TRAVEL EXPENSES

Mileage can be charged outside a 60-mile radius from the contractor's place of business. The mileage rate shall be a one-time charge round trip and shall not exceed the standard mileage allowed by the State of Utah travel policy for State employees. If the contractor has two or more jobs on the same day in a given geographical area, travel expenses will be calculated based on the total reasonable miles for all locations, not from a round trip from contractor's office to each location. Travel expenses should only be incurred upon the buyers' written approval and will have the following conditions:

1) Food expenses are limited to the rate allowed by current State of Utah Finance per diem policy. [Current reimbursement rates for meal and lodging expenses incurred at the request of the buyer can be obtained by request from the buyer or found through the following link: http://apps.finance.utah.gov/nxt/gateway.dll?f=templates&fn=default.htm&vid=nxtpub:app1 Click on Travel and then Reimbursement. Requirements for meals, lodging and transportation are provided as separate categories.]
2) Reimbursement for lodging will be limited to the applicable State of Utah government rates. If accommodation is unavailable within these limits, the buyers' project manager should make hotel reservations through the Utah State Travel Office, in which case reimbursement will be limited to the lowest rate obtainable by the Travel Office. [Buyers' staff will contact the Utah State Travel Office on behalf of the contractor to arrange hotel reservations and air travel as necessary.]
3) Contractor will provide buyer copies of receipts for travel expenses.
4) Buyers from political subdivisions of the state or other public entities that are not State agencies may use their own Travel Office, rules, and forms.

Please note that the above rates are the only costs that will be allowed on an invoice from you to an eligible buyer. All freight, delivery, or other fees must be included in the pricing structure above.

Item #:	
Fiscal Impact:	$159,061.45
Funding Source:	State of Utah DGO/DFCM Legislative Pass-Through Project # 20400300
Account #:	
Budget Opening required:	

ISSUE:

Purchase security upgrades and expansion for the Maverik Center.

SYNOPSIS:

This resolution authorizes the purchase of cameras, lighting, security devices, and related products and accessories to improve security at the Maverik Center and its parking lots.

BACKGROUND:

The funding will come from a State of Utah State of Utah DGO/DFCM Legislative Pass-Through Project. Stone Security is an approved vendor as a Statewide Best-Value Cooperative Contract for Security/ Protection Systems company Contract #MA 3072. Stone Security installed the original system and the additions / upgrade will interface with the existing system.

RECOMMENDATION:

Approve the purchase.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF SECURITY EQUIPMENT FROM STONE SECURITY.

WHEREAS, the City desires to purchase certain security equipment for the Maverik Center (the "Equipment"); and

WHEREAS, Stone Security holds the state contract to provide said Equipment; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment from Stone Security.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Stone Security for an amount not to exceed $159,061.45 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item #:	
Fiscal Impact:	$159,061.45
Funding Source:	State of Utah DGO/DFCM Legislative Pass-Through Project # 20400300
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This resolution authorizes the purchase of cameras, lighting, security devices, and related products and accessories to improve security at the Maverik Center and its parking lots.

BACKGROUND:

The funding will come from a State of Utah State of Utah DGO/DFCM Legislative Pass-Through Project. Stone Security is an approved vendor as a Statewide Best-Value Cooperative Contract for Security/ Protection Systems company Contract #MA 3072. Stone Security installed the original system and the additions / upgrade will interface with the existing system.

RECOMMENDATION:

Approve the purchase.

We have prepared a quote for you

Parking Lot & 4th Floor Camera Additions

Quote # Q000601 Version 2

Prepared for:

West Valley City : Maverik Center

Prepared by:

Timothy Tippetts

Products

Product Details		Qty	Price	Ext. Price
01500-001	**Axis P3719-PLE - Outdoor Multi-Sensor Dome, 15MP, IR, 360Â° HVOF, 4 Sensor x QHD, Lightfinder, Zipstream, Remote Zoom & Focus, WDR, SD Slot - 01500-001**	17	$1,444.15	$24,550.55
01513-001	**Axis Mount - Pendant Kit - T94N01D - Pendant Kit for AXIS P3717-PLE / P3719-PLE / P3727-PLE, IP Camera,1.5-inch NPS thread**	17	$84.15	$1,430.55
01473-001	**Axis Mount - Pole Bracket - T91B67 - Outdoor-ready, 1.5" NPS thread, 1 pair of stainless steel straps, 2.5-6.5", White**	17	$92.65	$1,575.05
01970-001	**Axis P3715-PLVE - Outdoor/Indoor, Multi-Directional Fixed Dome, 2MP (x2), 30 fps, Lightfinder, Forensic WDR, Zipstream, H.264, SD Slot**	2	$823.65	$1,647.30
02327-001	**Axis P3265-LV -Fixed Indoor Dome, 1080 HDTV / 2MP, IR, 3.4-8.9mm lens, Vandal, Lightfinder 2.0, Forensic WDR, Zipstream, H.265, Two-way Audio, I/O, DLPU, SD Slot**	4	$543.15	$2,172.60
02109-001	**Axis M3057-PLVE MKII - Outdoor/Indoor Mini Dome - IR, 6MP, 180° or 360° overview, Panorama, Quad or Corridor Views, Lightfinder, Forensic WDR**	13	$594.15	$7,723.95
01782-001	**Axis Q1700-LE - Outdoor License Plate Camera, 1080P/2MP, Varifocal 18-137mm, 8x Optical Zoom, 16Â°-2.3Â° HFOV, F2.9 with Remote Zoom, Capture range 20-50m at night with built-in OptimizedIR, speeds up to 130km (81mph), POE, I/O, Audio Mic in, SD Slot - 01**	2	$1,189.15	$2,378.30
01164-001	**Axis Mount - Pole Bracket - T91B47 - Pole Mount for Indoor/Outdoor installations, between 4"-16" in diameter. Compatible with all outdoor fixed and thermal cameras and most fixed outdoor dome cameras ie. Axis P33-VE - 01164-001**	2	$84.15	$168.30
XPPPLUSDL	**Milestone - XProtect Professional+, Device License**	38	$141.60	$5,380.80
YXPPPLUSDL	**Milestone - Care+, XProtect Professional+, Device License, 1 Year**	38	$26.40	$1,003.20
MH-N366-CCP-PoE-MWB	**Siklu - MultiHaul™ TG Node, 360°, 3800Mbps, 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White**	1	$2,511.00	$2,511.00
MH-N265-CCP-PoE-MWB	**Siklu - MultiHaulª TG Node, 90¡, 3800Mbps, 1 RJ-45 10GE & 1 RJ-45 1GE & 1 SFP+ 10GE, Mounting Kit included, IP-67, White - MH-N265-CCP-PoE-MWB**	3	$1,950.00	$5,850.00
MH-T265-CCP-PoE-MWB	**Siklu - MultiHaul™ TG TU, 90°, 1000Mbps, 2 RJ-45 & 1 SFP+, MK & PoE injector included, IP-67, White**	17	$1,033.00	$17,561.00

Products

Product Details		Qty	Price	Ext. Price
AX-IN-10G-60W-AC-PoE-US	**Siklu - PoE Injector 60W, E.L. VI, 10Gbps (100-240 AC source, US AC cable) - AX-IN-10G-60W-AC-PoE-US**	4	$98.60	$394.40
AX-SRG-10G-OD	**Siklu - 10 GbE Ethernet/PoE Surge Protector (outdoor) 802.3ab/bz/an - AX-SRG-10G-OD**	3	$233.45	$700.35
X-ITEM - Patch Cable 15'	**Patch Cable - Cat6, PVC, 15', (Color)**	19	$5.80	$110.20
Rental - Boom Lift - Monthly	**Rental - Equipment Rental, 46' Straight Boom w/ Jib Lift, Monthly Rate (1 and Up)**	1	$3,529.82	$3,529.82
Custom Material	**Tycon - Solar - UPSPro - 12/24V 200Ah - Outdoor Backup Power System / 6-Port L2 + POE Switch / Isolated Voltage Converter with Housing**	17	$2,635.24	$44,799.08
Hardware - SV Misc	**Misc. Hardware - Surveillance, per device**	55	$20.00	$1,100.00
Installation, Configuration & Cabling	**Installation, Configuration & Cabling**	**1**	**$34,475.00**	**$34,475.00**

Subtotal:	**$159,061.45**
Estimated Tax:	**$0.00**

Statement of Work

Deliverable

Stone will install new cameras at The Maverik Center. Camera will cover Parking Lots A, B and C. We will also install cameras on the 4th floor and down in the main concourse to cover the portal entrances & stairways. Cabling and PoE switches will be provided by third party. We assume we can use the existing conduit for the concourse cameras. We will need wireless bridges (point to multi-point) to the parking lot cameras which will be mounted on poles. We assume the poles have constant 110 power. Quote assumes server has enough capacity for camera additions.

Exclusions

- Does not include PoE switches
- Excludes electrical work at the pole - assumes all high-voltage electrical work is provided by third-party certified electrician.
- Does not include Cat6 cabling

- Does not include conduit
- Assumes roof penetrations for base units
- Assumes owner to provide video recording server, network infrastructure, Patch Panels, network connectivity, POE switches, UPS, and viewing workstations.
- Assumes existing workstations meet minimum specifications for viewing cameras through Milestone VMS.
- Excludes any removal of existing cameras or existing cabling, raceway, or conduit unless specifically outlined in the scope of work and proposal.

Parking Lot & 4th Floor Camera Additions

Prepared by:

Stone Security

Timothy Tippetts
+18018084188
timm@stonesecurity.net

Ship To:

West Valley City : Maverik Center

3200 Decker Lake Drive
West Valley City, UT 84119
Randy Mayne
801-988-8800
rmayne@maverikcenter.com

Bill To:

West Valley City : Maverik Center

3200 Decker Lake Drive
West Valley City, UT 84119
Randy Mayne
801-988-8800
rmayne@maverikcenter.com

Quote Information:

Quote #: Q000601

Version: 2
Delivery Date: 02/03/2023
Expiration Date: 02/10/2023
Net 30

Quote Summary

Description	Amount
Products	$159,061.45

Total: **$159,061.45**

Pricing:
Payment of all applicable state and local taxes are the responsibility of the customer. Please verify that all taxes are correct based on your organization and notify Stone Security if any changes are needed.

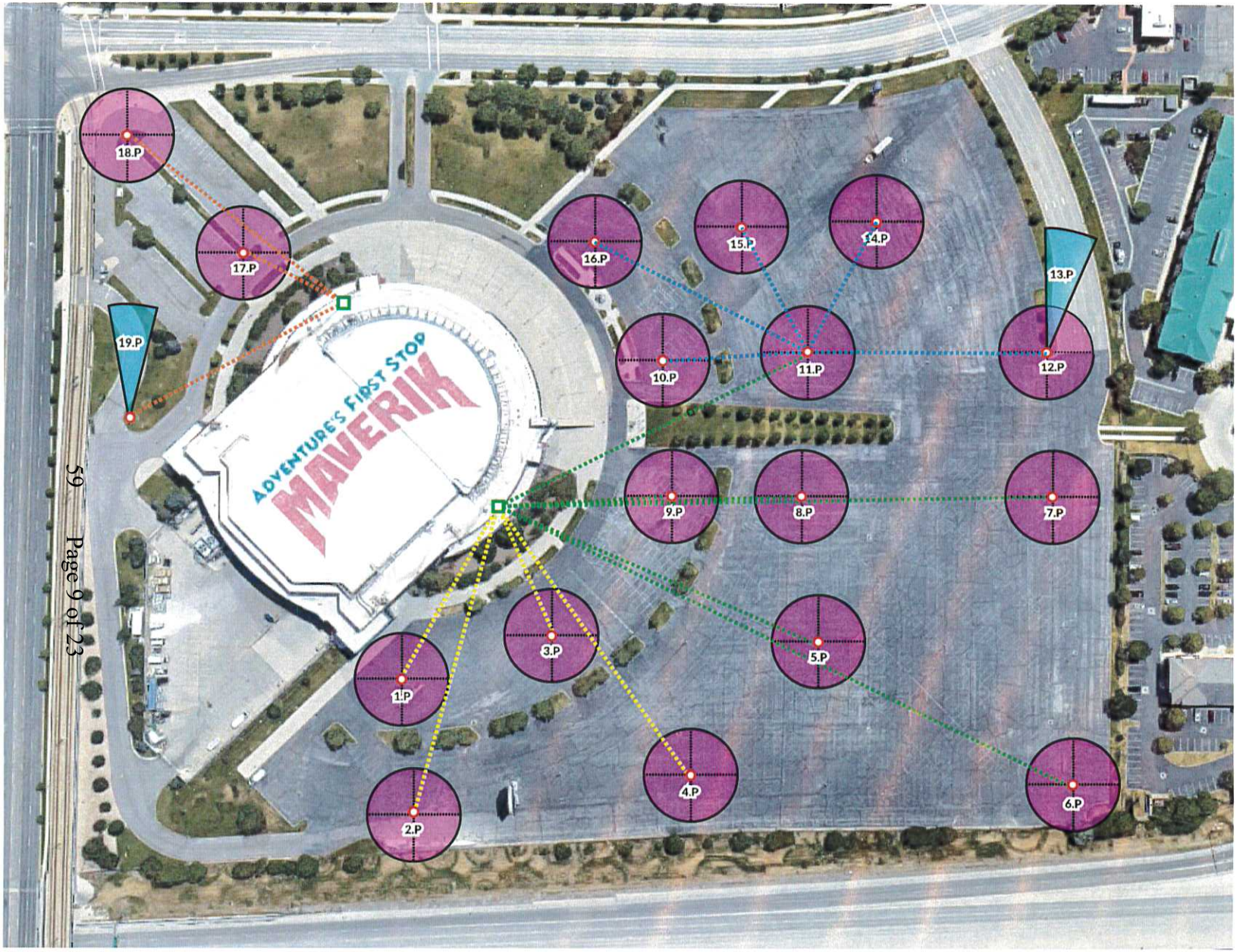
Quotes and pricing terms are negotiated between Customer and Stone Security and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of the signed quote. Customer will not use this confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with Stone Security.

Credit Card payments are subject to a 3% processing fee.

Return Policy:
Purchases are subject to a 30 day return policy on products which are unopened and in new condition. Returns may be subject to a restocking fee depending on manufacturer restrictions. Custom products and open boxes are nonreturnable.

Support:
Systems not covered by a Support Agreement will be billed time and materials.

Acceptance:
By signing below, you agree to the Pricing, Deliverables, Return Policy and Support of this Quote and are duly authorized to sign on behalf of the Company. Please note that all materials will be invoiced upon quote acceptance or receipt of Purchase Order.



Maverik Center

KEY

- Axis P3727-PLE
- Axis Q1700-LE
- Wireless Bridge
- Pole

Sstone SECURITY

Stone Security

Signature:	
Name:	Timothy Tippetts
Title:	Account Manager
Date:	02/03/2023

West Valley City : Maverik Center

Signature:	
Name:	
Date:	



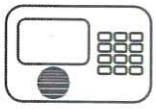
Pursuant to Utah Code § 63G-6a-702(2), a State of Utah best value cooperative contract is available based on cost, expertise, and experience. This State of Utah Cooperative Contract has been set up to benefit of all Utah public entities, nonprofit organizations, and agencies of the federal government.



Eligible Organizations: State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.



Stone Security is an award-winning security integration firm headquartered in Salt Lake City. For more than 14 years, Stone has been driving the implementation of IP-based security systems. Our company has been recognized for excellence by the global market leaders and has been ranked five years running as one of the 100 largest and 50 fastest growing security companies in America.



Stone Security is more experienced and better equipped to handle modern security integration projects than any other contractor in Utah. We have designed, deployed and we currently support systems for the largest organizations in the Rocky Mountain Region as well as several national/global systems.



www.stonesecurity.net • 877.888.0129 • sales@stonesecurity.net

stone
SECURITY

Driving Modern Security







GLOBAL PARTNER NETWORK | MULTI-LINGUAL | FORTUNE 500 CLIENTS | LAW ENFORCMENT BACKGROUND



WE ARE THE SECURITY EXPERTS

DEEPER EXPERTISE

We deploy world-class systems from brands that are carefully selected and proven by our experts.

SYSTEM INTEGRATION

We provide a truly integrated solution between video, access control, and intrusion detection. This recipe for success solves the most common concern of our customers which is "How do I get everything to work together?"

FIRST CLASS SUPPORT

By working exclusively with these selected brands, we are able to provide the highest degree of expertise in design, installation, and post-deployment support.

SECURITY VANGUARD Award

SDM INTEGRATOR OF THE YEAR

GLOBALLY RENOWNED & RECOGNIZED

We have received numerous accolades and awards from primary manufacturers and major industry leaders

PARTNER OF THE YEAR

milestone ARCULES AXIS COMMUNICATIONS LENEL·S2 WESCO

1-877-888-0129

BACKGROUND

Stone Security is an award-winning security integration firm headquartered in Salt Lake City with additional locations and personnel across the U.S. For more than 15 years, Stone has been driving the implementation of IP-based security systems. Specifically, Stone Security has excelled in the field of open architecture, enterprise class security systems. Our company has been recognized for excellence by the global market leaders more than any of our competitors. In 2020 Stone Security was awarded SDM Magazine *Systems Integrator of the Year*. We have also been recognized by the Secured Cities Conference in 2016, as the "Best Municipal Video Surveillance Project in The Country" for our work with the City of Denver. Finally, Stone has been ranked eight years running as one of the 100 largest and 50 fastest growing security companies in America and We take great

SYSTEMS INTEGRATOR OF THE YEAR
2020 | SDM MAGAZINE



pride in the fact that our experience and ability to deliver security solutions to our customers has been recognized to this extent. These industry accolades should reflect positively on the value and quality our customers can expect from Stone Security.

Stone Security is more experienced, more capable, and better equipped to handle Milestone and LenelS2 projects than any other contractor in the region, possibly the entire country. We have designed, deployed and we currently support systems for the largest security users in the nation as well as a growing number of global customers (please see references section). Our team is nationally renowned for our expertise and we have won awards by these top manufacturers because of our focus and dedication.

Lenel and S2 had not presented dealer awards to any partners since the merger of two companies. However, at ISC West in 2022, they awarded a few integrators around the country with recognition. Awards were given for different regions of the country but only one award was for VAR of the Year for all of North America and Stone Security was honored to accept this prestigious recognition from the largest access control manufacturer in the world.

Axis Communications, the worlds largest IP camera manufacturer with 25% market share (the next company has 7%) and tens of thousands of resellers/dealers globally, has specifically recognized Stone Security with prestigious awards six times out of the last eight national partner events. These events are held in locations all over the country and involve Axis partners from all over the United States.

2011	Gold Partner of the Year
2014	Education Market Partner of the Year
2016	Government VAR Partner of the Year
2016	Gold Partner of the Year
2017	Transportation Market Partner of the Year
2018	Education Market Partner of the Year
2022	Cities Partner of the Year

Milestone Systems, the Number One (10 years in a row -IHS Research) Video Management Solution (VMS) has recognized Stone Security with prestigious awards at its national events as well.

2010	Installation Partner of the Year
2013	1st Milestone Diamond Partner
2013	Regional Partner of the Year
2015	Regional Partner of the Year
2016	City Surveillance Partner of the Year
2018	Partner of the Year – West
2022	Partner of the Year - West

Stone Security has been singled out time and again for demonstrating the highest level of competence and skill in the industry.

It is also very important to note that awards are not won by companies, they are won by people—dedicated professionals who are committed to what they do. Stone employs talented employees with many years of experience and deep industry knowledge. It is these people our customers can rely on to provide professional consultation, quality installation, and excellent support. Our goal is to create partnerships with our customers, not just to complete projects. We believe each of our reference customers would speak highly of our teams and especially of our ability to perform consistently no matter where we go in the world. The Stone Security team speaks many languages and we take care of clients all over the Globe. We look forward to an opportunity to learn how we can help your organization and hope to establish a long-lasting relationship.

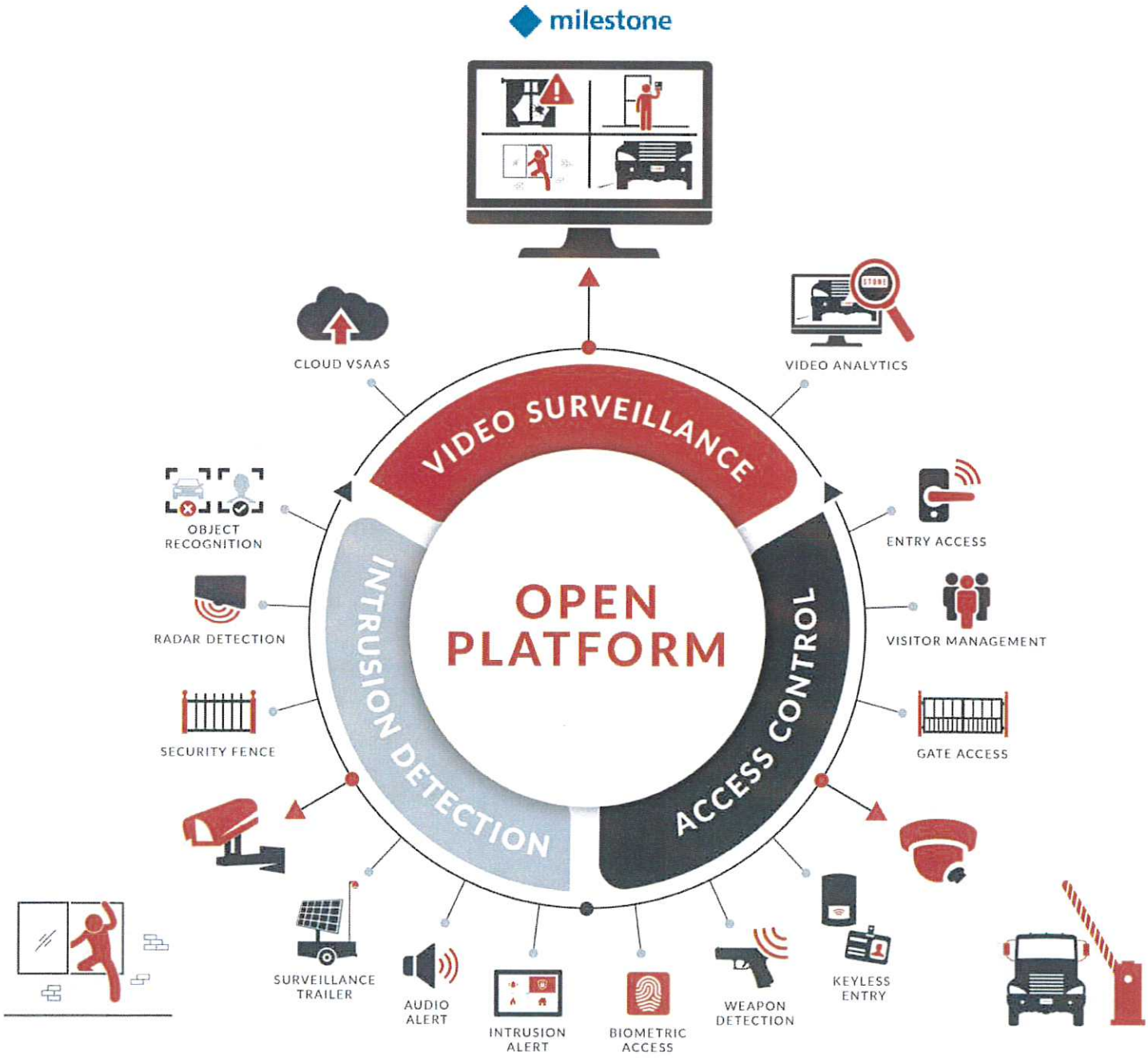


Finally, we want to highlight our expertise as it relates to certification on the products we offer. Stone Security has made great efforts to train every employee that might be responsible for any installation or service activity. Each technician and engineer we hire is led through an on-boarding process which includes training on access control, video surveillance, and burglar alarm systems. We also have regularly scheduled refresh trainings that are mandatory for our project teams to attend. We do these regular trainings at least once every quarter internally. We have a longer list of manufacturer certifications on the products we regularly install and support than any competitor by about 10 times. With our personnel trained in all categories of our business, they are more readily able to perform tasks that might include other systems as well.

stone SECURITY

SECURITY SOLUTIONS

USING BEST-OF-BREED PRODUCTS



REFERENCE CUSTOMERS

We are confident that if any of the below individuals were asked about our expertise and level of support, they would give a positive report. (Additional references available upon request)

SHERWIN WILLIAMS

Stone Security started working with Sherwin Williams in 2016 when we were introduced at ISC West by our partners. Sherwin had been struggling to find a partner that could do consistent work at each of the various locations Globally. We were given a chance to offer proposals on a few projects and they opted to test us out. Since that initial project, we been selected as the vendor of choice and we have a multi-year support/service agreement for Sherwin's Global VMS (Milestone) and Access Control (S2 Security)

SHERWIN WILLIAMS
801 E Campbell Rd. #545
Richardson, TX 75081

Kyndra Crow (216) 218-3152
Director of Loss Prevention
Kyndra.l.crow@sherwin.com

LAND O'LAKES INC

Land O'Lakes is one of our newer clients. Struggling with the same issue as Sherwin Williams, they were tired of working with the myriad of "national security integrator" type firms and wanted a more personal touch with higher expertise. We were introduced again by our partners and we will be working to complete our first couple projects by the end of 2018. We are very excited to be working with Land O'Lakes and we hope to continue a relationship with this organization just as we have with the other references in the list.

LAND O'LAKES INC.
800 N Washington Ave.
Minneapolis, MN 55401

Don Taussig, CPP (651) 236-0204
Director of Glogal Security Services
ditaussigl@landolakes.com

AMAZON

Stone Security has been a preferred installation contractor for Amazon for over a year and performed all the recent security work in 4 main Vegas Locations. Amazon has not asked for help with their video but they can speak to our team's ability and responsiveness in Las Vegas because we have completed four (4) large projects recently. We do work for Amazon all over the western US and in their own words, "we are quickly becoming their favorite security contractor" Paul can speak to his experience working with our team and our level of professionalism and expertise.

AMAZON
multiple Las Vegas Locations
Las Vegas, NV

Paul Dollinger LPC (303) 710-4827
Senior Physical Security Program Manager
paudolli@amazon.com

MERIT MEDICAL

Merit Medical maintains a diverse, multi-campus manufacturing footprint in North America and Europe with a true global distribution network focused on delivering healthcare products and technologies world-wide. With Global Headquarters in Utah, Merit began to work with Stone Security on local projects. The success of these projects and our capabilities and experience with Milestone and S2 gave them the confidence to work with Stone Security to push these systems to all Merit sites globally.

MERIT MEDICAL
1600 Merit Pkwy
South Jordan, Ut 84095

Craig Meyer (801) 231-9754
Director, Global Security
Craig.meyer@merit.com

QUALTRICS

Qualtrics is a global experience management organization focused on market research and automated analytics to provide marketing services to companies all over the world. They have offices in over 20 countries all over the world and Stone Security was chosen to help implement the S2 and Milestone systems world-wide.

QUALTRICS
333 W River Park Dr.
Provo, UT 84604

Richard Grue PE (801) 937-6126
Physical Security Director
richardg@qualtrics.com

PURPLE

For 30+ years, Purple has been reinventing sleep comfort. Purple has showrooms and manufacturing locations across the U.S. Purple has partnered with Stone Security to maintain an expansive security enterprise using Milestone and S2 Access Control and this partnership is working well as Purple continues to grow their IP-based security systems each year.

PURPLE
4100 North Chapel Ridge Rd, Suite 100
Lehi, UT 84043

Garth Smith (801) 244-7180
Director of Security
g.smith@purple.com

ADDITIONAL EDUCATION REFERENCES

COLLABORATIVE MULTI-UNIVERSITY CONTRACT (WSU, USU, UVU, DSU)

RFP# Q37631 (2011-2015)

RFP# Q70597261 (2016 – current)

In 2011, WSU requested responses to an RFP for a 3 year contract with a video surveillance contractor (with two (2) optional year renewal) and selected Stone Security as the provider for the duration of this contract. During this first contract, Stone Security deployed over 600 cameras and successfully trained WSU employees to manage and self-maintain their video system with such proficiency that many other Higher Ed organizations have sought advice and assistance from WSU regarding building up their own video systems. In 2016, WSU requested proposals for a renewal of this same 5 year contract and invited Utah State University, Utah Valley University, and Dixie State University to be included in the contract. Stone Security was selected as the partner for this contract and we will continue to help these schools grow and manage the video systems for the next 5 years. All four of these institutions use Milestone XProtect Corporate. Please contact Jonathan Karras about our work with WSU

WEBER STATE UNIVERSITY
3848 Harrison Blvd
Ogden, UT 84408

Jonathan Karras (801) 626-6000
Weber State IT Administrator
jkarras@weber.edu

UTAH STATE UNIVERSITY
0160 Old Main Hill
Logan, UT 84322-0160

David Tidwell (435) 994-0853
Utah State – Information Technology Team Coordinator
david.tidwell@usu.edu

UTAH VALLEY UNIVERSITY
800 W. University Pkwy
Orem, UT 84058

Travis Tasker (801) 863-8910
Utah Valley – Director, Media Services and Engineering
travis.tasker@uvu.edu

UTAH TECH UNIVERSITY
225 South University Avenue
St. George, UT 84770

Allen Fox (435) 652-7968
Senior IT Infrastructure & Audio Visual Administrator
Fox@dixie.edu

SALT LAKE COMMUNITY COLLEGE (SLCC)

RFP#: IFB M5069

Salt Lake Community College is Utah's largest college with the most diverse student body. It serves more than 60,000 students on 10 campuses. SLCC selected Stone Security through a rigorous and comprehensive RFP process to perform a multi-site, campus-wide upgrade from a proprietary antiquated analog system to a Milestone Xprotect Corporate network video surveillance system. The contract is a multi-year (up to 5 years) so this is a fitting reference for this contract. We have been fortunate to win several of these types of contracts over the years and we perform very well because this type of situation allows us to build relationships and educate customers long-term. Please contact Shane Crabtree about our work with SLCC

SALT LAKE COMMUNITY COLLEGE
3491 W 9000 S
West Jordan, UT 84088

Nathan Howard (801) 957-4053
Video Surveillance Director
Nathan.howard@slcc.edu

UTAH STATE UNIVERSITY

RFP #Q70597261

USU has been working with Stone Security since 2008 after a need to upgrade the VMS on campus from an unsatisfactorily performing ONSSI system to Milestone Xprotect Corporate. Stone Security provided a painless and trouble-free transition from ONSSI to Milestone and has since been supporting USU in growing their video system to over 1,000 cameras. USU has many remote or satellite campuses wherein the video systems are all connected back to the main campus and perform as one continuous centrally managed system with Milestone.

Utah State also completed a full access control upgrade from a legacy TAC iNet system to S2 Security in the summer of 2017. Stone Security performed this full upgrade of nearly 1,000 doors in less than 4 months to be ready for the 2017-2018 school year. USU has been working with Stone Security since 2008 after a need to upgrade the VMS on campus from an unsatisfactorily performing ONSSI system to Milestone XProtect Corporate. Stone Security is under a 5-year collaborative purchasing contract with Utah State, Weber State, Dixie State, and Utah Valley Universities. We are certain these 4 schools would speak just as highly of Stone Security. USU has many remote or satellite campuses and security systems are all connected back to the main campus and perform as one continuous centrally managed system with S2 and Milestone. USU uses S2 Global and Milestone XProtect Corporate. Please contact David Tidwell about our work with USU

UTAH STATE UNIVERSITY
0160 Old Main Hill
Logan, UT 84322-0160

Jeron Tree (435) 797-2984
Utah State – Physical Security Specialist
Jeron.tree@usu.edu

UTAH VALLEY UNIVERSITY

RFP# Q70597261

UVU has been working with Stone Security since 2008 as well. UVU was a design build from the ground up and after carefully researching and speaking with the other state institutions and executing pilot installations of VMS products, UVU standardized on Milestone as the video management software university wide. Since beginning with Stone Security, the team at UVU has grown the system to over 1000 cameras. UVU uses Milestone XProtect Corporate. Please contact Travis Tasker about our work with UVU.

UTAH Valley UNIVERSITY
800 W. University Pkwy
Orem, UT 84058

Travis Tasker (801) 863-8910
Director of Media Services and Engineering
Travis.tasker@uvu.edu

UNIVERSITY OF NORTHERN COLORADO

The University of Northern Colorado recently upgraded to Milestone from another VMS. The university had let their software support expire and the system was not up-to-date with the latest features that you would expect from a VMS in 2016 - 2017. After evaluating the market to find the best platform to help them modernize their surveillance operations, the university selected Milestone. The process has been smooth and the customer now has a new system that meets their demanding security needs.

UNIVERSITY OF NORTHERN COLORADO
Carter Hall 3008B
501 20th Street
Greeley, CO 80639

Forrest H. Swick, CISSP (970) 397-1343
Senior Security Engineer
Forrest.swick@unco.edu

UNIVERSITY OF WYOMING

University of WY contracted Stone Security in 2015, the University of Wyoming has faced several challenges with regards to support and expertise when it comes to managing their Milestone video surveillance system. After being introduced, Stone Security has established itself as the provider of choice for expertise and support of the video surveillance system. Also, earlier in 2018, the university released an RFP to upgrade the multiple disparate access control systems on campus to a centralized enterprise system campus-wide. Stone Security was the chosen vendor and S2 security will be the platform we roll out for the university.

UNIVERSITY OF WYOMING
1000 E. University Ave.
Laramie, WY 82071

Gordon Schroyer (307) 766-3105
IT Administrator
gschroye@uwyo.edu

ALPINE SCHOOL DISTRICT

RFP# 013014

Alpine School District in Utah County, Utah is the largest School District in the State according to building and student count. Stone Security responded to an RFP in 2014 for Alpine School District. The District was looking for a full replacement of the existing legacy access control system. The district selected S2 and hired Stone Security to perform the upgrade. Since then, we have transitioned close to 85% of the schools to S2 and we have implemented an S2 global architecture enabling the district to manage schools autonomously as well as centrally. Alpine has almost 500 doors on their system with plans of adding 100 doors per year on average moving forward.

ALPINE SCHOOL DISTRICT
575 N 100 E
American Fork, Ut 84003

John Cornell (801) 529-7107
Audio/Visual
jcornell@alpinedistrict.org

JORDAN SCHOOL DISTRICT

RFB# 19TH02

Stone Security has been providing cameras and camera support to Jordan School District for several years. Recently JSD decided to migrate the entire video surveillance system to Milestone Xprotect Expert and Stone Security was hired to perform this work. This migration is still in progress at the individual school level. The initial contract was for 2095 Milestone device licenses, a video wall at the head-end and on-going support. JSD has met with Stone Security regarding migration of video on school buses over to Milestone as well.

JORDAN SCHOOL DISTRICT
7387 S. Campus View Drive
West Jordan, Ut 84084

Jeff Beesley (801) 831-0422
Security camera/card access specialist
Jeffrey.beesley@jordandistrict.org

DAVIS SCHOOL DISTRICT

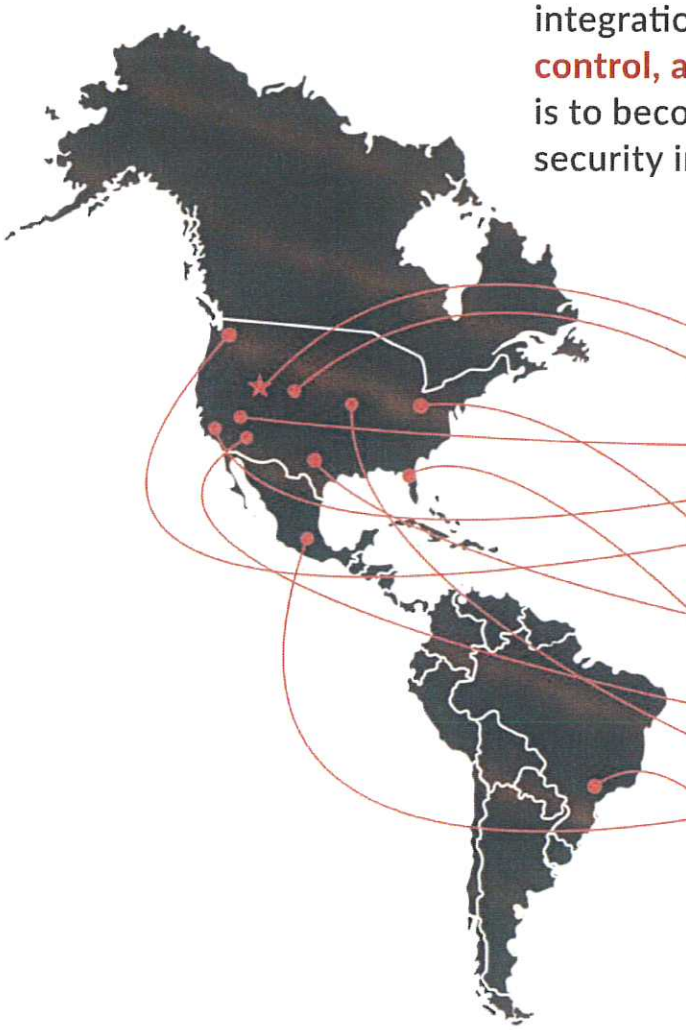
Davis is also a multi-year contract relationship. The district released an RFP in the end of 2017 requesting a replacement Video Management System. For the last few years they had been buying Samsung/Hanwha cameras and Samsung/Hanwha network recorders which more proprietary and they felt it was important to standardize on an open platform architecture in order to take full advantage of the wide variety of camera and audio technologies in the industry. Stone was selected after a rigorous RFP process to supply and install servers and Milestone software. We have completed the VMS transition for more than half of the district, and we are now being asked to install cameras where they were handling this themselves before; as well as they now are moving forward with a new video solution to upgrade the entire 300 bus fleet.

DAVIS SCHOOL DISTRICT
45 E. State St.
Farmington, Utah 84025

Justin Mott (435) 438-6446
EMS, Building Controls Coordinator
jmott@dsdmail.net

MODERN
SECURITY INTEGRATION

Stone Security is globally driving innovation in modern security with award-winning integration between **surveillance, access control, and intrusion detection**. Our mission is to become the most trusted and sought-after security integrator in the world.



LOCATIONS

- ★ SALT LAKE CITY, UT
- DENVER, CO
- LAS VEGAS, NV
- LOS ANGELES, CA
- SEATTLE, WA
- CLEVELAND, OH
- DALLAS, TX
- ORLANDO, FL
- PHOENIX, AZ
- KANSAS CITY, MO
- MEXICO CITY, MEXICO
- SAO PAULO, BRAZIL

Stone SECURITY

DESIGN. INSTALL. SUPPORT.

1-877-888-0129
STONESECURITY.NET



ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

ISSUE:

A resolution appointing Julene Jolley to the Professional Standards Review Board.

SYNOPSIS:

This resolution appoints Julene Jolley as a member of the Professional Standards Review Board for a two-year term commencing on April 1, 2023, and ending on March 30, 2025.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Chief of Police regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's appointment of Julene Jolley to the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO_____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF JULENE JOLLEY TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2023, AND ENDING MARCH 30, 2025.

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to appoint Julene Jolley to serve on the Professional Standards Review Board for a term commencing April 1, 2023 and ending March 30, 2025; and

WHEREAS, Julene Jolley is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Julene Jolley to the Professional Standards Review Board for a term commencing April 1, 2023, and ending March 30, 2025.

PASSED AND APPROVED this ____th day of March 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Police Service Review Board

nominee

Julene Jolley



Julene Jolley was raised in San Jose California. She graduated from Willow Glen Jr. High and attended West Valley Community College in Saratoga California until transferring to Brigham Young University.

Julene has made her home in West Valley City for over 40 years, and served for 16 years on the Granite District Board of Education.

Julene works currently as the Vice President of Sales and Events for Megaplex Theatres. She had 5 chil-

Item #:	
Fiscal Impact:	$600.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75280-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:

Heber E. Poulson and Utahna Poulson have signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 4350 S. Hawarden Circle (21-05-279-003).

BACKGROUND:

The Heber E. Poulson and Utahna Poulson property located at 4350 S. Hawarden Circle is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northeast corner of Lot 109 of Hawarden Estates No. 5 and contains a total of 26 square feet. Compensation in the amount of $600.00 was based upon land values for property in the neighborhood.

RECOMMENDATION:

Accept Warranty Deed authorize the Mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM HEBER AND UTAHNA POULSEN FOR PROPERTY LOCATED AT 4350 SOUTH HAWARDEN CIRCLE.

WHEREAS, Heber and Utahna Poulsen (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 4350 South Hawarden Circle that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2023, Heber E. Poulson and Utahna Poulson (collectively, GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $600.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs shall be paid by the City.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(Signatures follow)

GRANTOR
HEBER E. POULSON

Heber E Poulson

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of FEBRUARY, 2023, personally appeared before me Heber E. Poulson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he ~~or she~~ executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTOR
UTAHNA POULSON

Utahna Poulson

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of FEBRUARY, 2023, personally appeared before me Utahna Poulson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that ~~he or~~ she executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____

CITY RECORDER

Exhibit A – Warranty Deed

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-279-003**

WARRANTY DEED

Heber E. Poulson and Utahna Poulson, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4350 S. Hawarden Circle**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 109 of Hawarden Estates No. 5, according to the official plat thereof as recorded in Book II at page 99 in the office of the Salt Lake County Recorder and running thence South 7.00 feet; thence North 46°58'30" West 10.26 feet to the southerly line of 4340 South Street; thence East 7.50 feet to the POINT OF BEGINNING. Containing 26 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2023.

GRANTORS

_____ _____

Heber E. Poulson **Utahna Poulson**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Heber E. Poulson and Utahna Poulson,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-279-003**

WARRANTY DEED

Heber E. Poulson and Utahna Poulson, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4350 S. Hawarden Circle**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 109 of Hawarden Estates No. 5, according to the official plat thereof as recorded in Book II at page 99 in the office of the Salt Lake County Recorder and running thence South 7.00 feet; thence North 46°58'30" West 10.26 feet to the southerly line of 4340 South Street; thence East 7.50 feet to the POINT OF BEGINNING. Containing 26 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 16TH day of FEBRUARY, 2023.

GRANTORS

Heber E. Poulson

Heber E. Poulson

Utahna Poulson

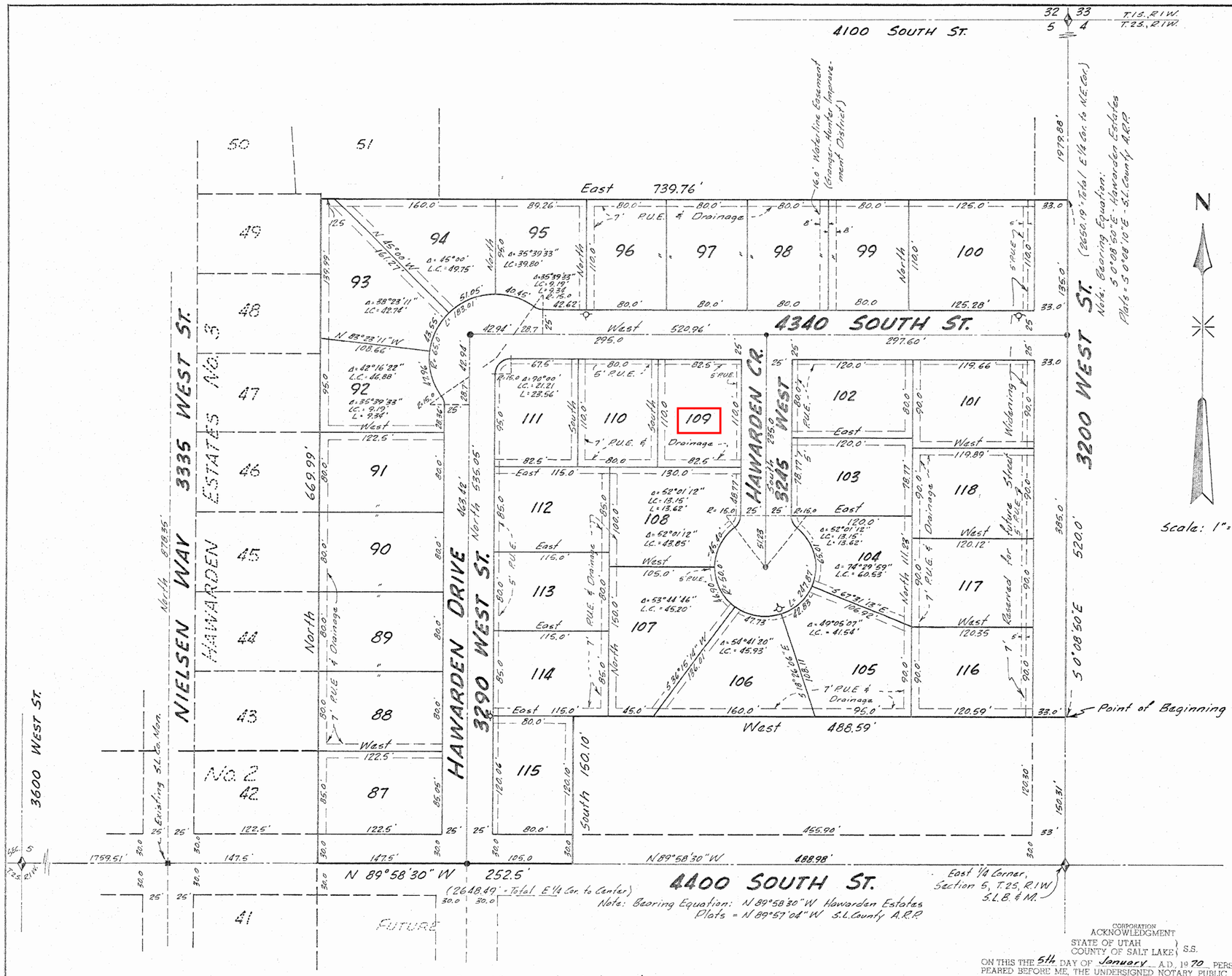
Utahna Poulson

State of UTAH)
:ss
County of SALT LAKE)

On this 16TH day of FEBRUARY, 2023, personally appeared before me **Heber E. Poulson and Utahna Poulson,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



SURVEYOR'S CERTIFICATE

I, Paul H. Gini, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 3149, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as Hawarden Estates No. 5 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point on the East Line of Section 5, T.2S., R.1W., S.L.B.&M., said point being N 0°08'50" W 150.31 feet from the East 1/4 Corner of said Section 5, and running thence
West	488.59	feet; thence
South	150.10	feet to the South Line of the NE 1/4 of said Section 5; thence along said line
N89°58'30"W	252.5	feet; thence
North	669.99	feet; thence
East	739.76	feet; thence
S 0°08'50"E	520.0	feet to the point of beginning.
		Containing 9.71 Acres 32 Lots

February 5, 1969
DATE

Paul H. Gini
SURVEYOR'S LICENSE NO. 3149
Prepared By: GINI & ASSOCIATES, INC.
SALT LAKE CITY, UTAH

OWNER'S DEDICATION

#5180

Know all men by these presents that we, the 4 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

HAWARDEN ESTATES NO. 5

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 5th day of January A.D., 19.70

MIDWEST REALTY & FINANCE, INC.

W.H. Bertoch
W.H. Bertoch, Secretary

G.R. Harmon
G.R. Harmon, President

Herman C. Nielsen

Vera W. Nielsen

ACKNOWLEDGMENT

INDIVIDUAL

STATE OF UTAH } S.S.
County of Salt Lake }

On the 5th day of January A.D., 19.70, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 4 in number, who duly acknowledged to me that They, signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Nov. 7, 1972

Eleanor W. Gini
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

ACKNOWLEDGMENT

CORPORATION

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS THE 5th DAY OF January A.D., 19 70 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY G.R. Harmon and W.H. Bertoch WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT G.R. Harmon is President and W.H. Bertoch is Secretary of Midwest Realty & Finance, Inc., A Utah CORPORATION, THAT they SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES Nov. 7, 1972

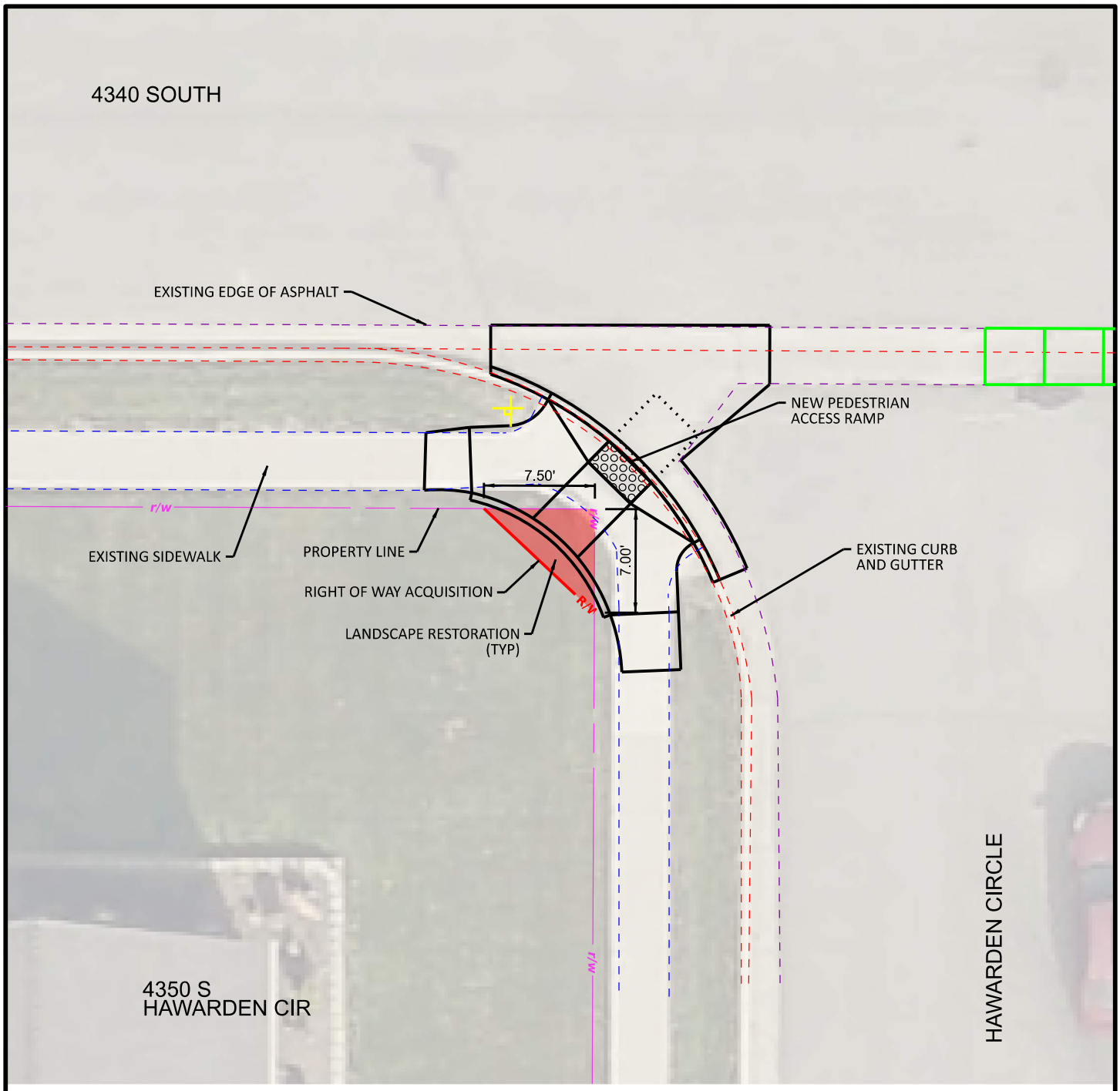
Eleanor W. Gini
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

HAWARDEN ESTATES NO. 5

A Subdivision located in the Southeast Quarter of the Northeast Quarter, Section 5, Township 2 South, Range 1 West,
SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION	RECORDED #2380633
APPROVED THIS 18TH DAY OF Dec A.D., 19 69 BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 13th DAY OF MARCH A.D., 19 69	APPROVED THIS 17 DAY OF March A.D., 19 69	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS 13 DAY OF APRIL A.D., 19 71	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 14th DAY OF April A.D., 19 71 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF McGhie Land Title Co.
Graham W. Davey	Mark D. Thurman	Robert Merkley	4-16-71		Elliot R. Lawson	DATE April 16, 1971 TIME 4:13 P.M. BOOK 77 PAGE 99
CHAIRMAN, SALT LAKE CO. PLANNING COMM.	DIRECTOR, S. L. CO. BOARD OF HEALTH	FLOOD CONTROL COORDINATOR	DATE SALT LAKE COUNTY SURVEYOR	SALT LAKE COUNTY ATTORNEY	ATTEST: SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM.	$32.00 FEE $ Herm M. Reed (Chief Deputy) SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- r/w — EXISTING PROPERTY LINE
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N W E S

0 5 10 15 20

SHEET NO. RW-##

2023 ASPHALT OVERLAY PROJECT

RIGHT-OF-WAY

4350 S HAWARDEN CIR

PROJECT NUMBER WVC ENG CCR - 478

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

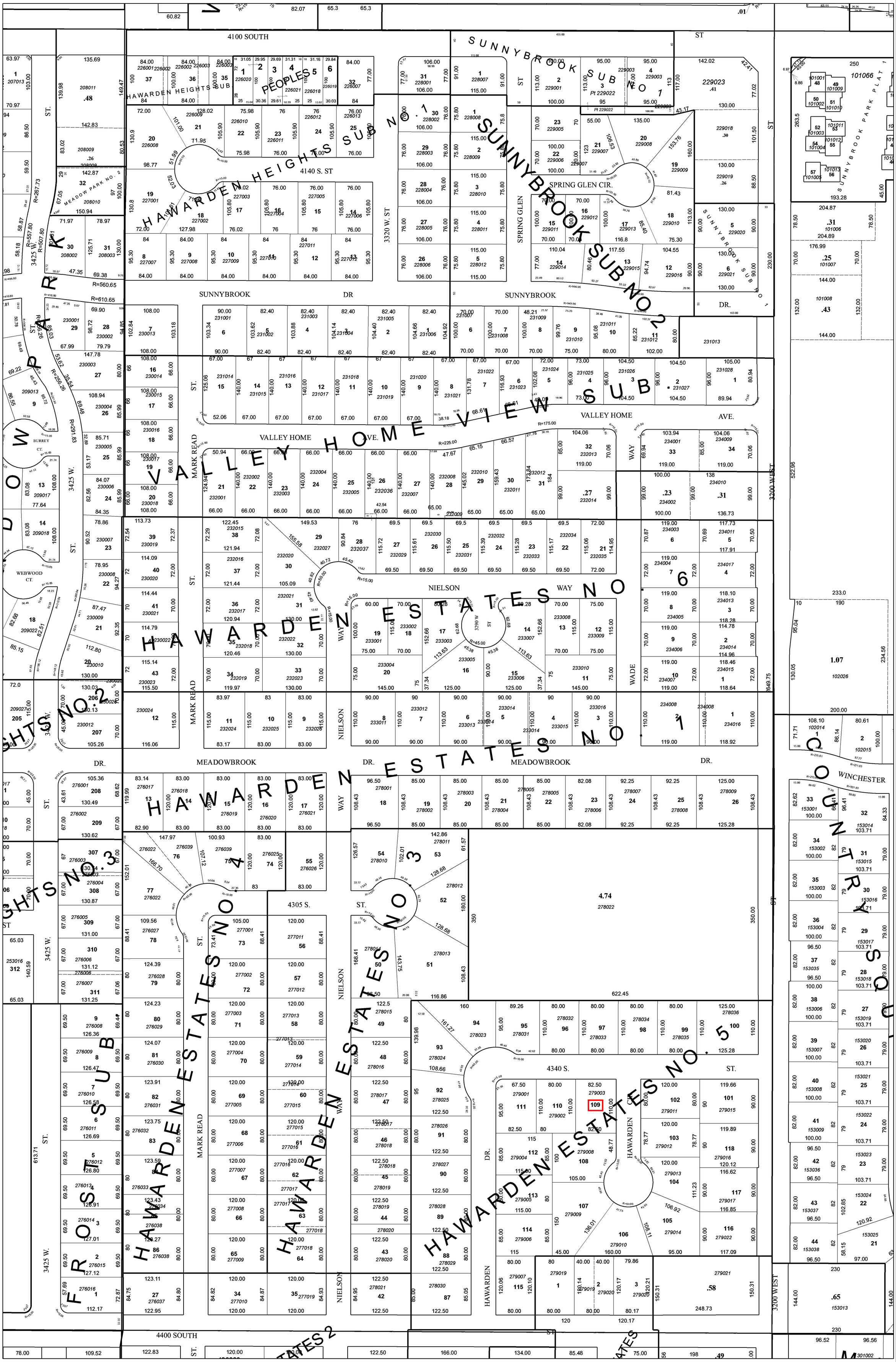
DESIGN _____ PROFESSIONAL ENGINEER

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY

REVISIONS

10/24/2022 9:42:18 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4340 S Hawarden CIR SW.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

E 1/2 NE 1/4 Sec 05 T2S R1W

SALT LAKE COUNTY, UTAH

10/19/2018

88

Scale 1"=100'

0 100' 200'

Feet

21-05-22

	R1W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	■	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	■	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Section

11	12	21	■
31	32	41	42

Page

Item #:	
Fiscal Impact:	$700.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75280-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:

Richard Lamar Millet and Pamela A. Millet have signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 4415 South 3245 West (21-05-429-008).

BACKGROUND:

The Richard Lamar Millet and Pamela A. Millet property located at 4415 South 3245 West is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northwest corner of Lot 10 of Hawarden Estates No. 7 and contains a total of 28 square feet. Compensation in the amount of $700.00 was based upon land values for property in the neighborhood.

RECOMMENDATION:

Accept Warranty Deed authorize the Mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM RICHARD AND PAMELA MILLET FOR PROPERTY LOCATED AT 4415 SOUTH 3245 WEST.

WHEREAS, Richard and Pamela Millet (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 4415 South 3245 West that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2023, Richard Lamar Millet and Pamela A. Millet (collectively, GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $700.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs shall be paid by the City.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(Signatures follow)

GRANTOR
RICHARD LAMAR MILLET

Richard Lamar Millet

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of FEBRUARY, 2023, personally appeared before me Richard Lamar Millet, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he ~~or she~~ executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTOR
PAMELA A. MILLET

Pamela A. Millet

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of FEBRUARY, 2023, personally appeared before me Pamela A. Millet, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that ~~he or~~ she executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____

CITY RECORDER

Exhibit A – Warranty Deed

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-429-008**

WARRANTY DEED

Richard Lamar Millet and Pamela A. Millet, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4415 South 3245 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 10 of Hawarden Estates No. 7, according to the official plat thereof as recorded in Book MM at page 67 in the office of the Salt Lake County Recorder and running thence North 89°58'30" East 7.50 feet; thence South 44°59'15" West 10.61 feet to the easterly line of 3245 West; thence North 7.50 feet to the POINT OF BEGINNING. Containing 28 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2023.

GRANTORS

_____ _____

Richard Lamar Millet **Pamela A. Millet**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Richard Lamar Millet and Pamela A. Millet,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-429-008**

WARRANTY DEED

Richard Lamar Millet and Pamela A. Millet, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4415 South 3245 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 10 of Hawarden Estates No. 7, according to the official plat thereof as recorded in Book MM at page 67 in the office of the Salt Lake County Recorder and running thence North 89°58'30" East 7.50 feet; thence South 44°59'15" West 10.61 feet to the easterly line of 3245 West; thence North 7.50 feet to the POINT OF BEGINNING. Containing 28 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 15TH day of FEBRUARY, 2023.

GRANTORS

Richard Lamar Millet
Richard Lamar Millet

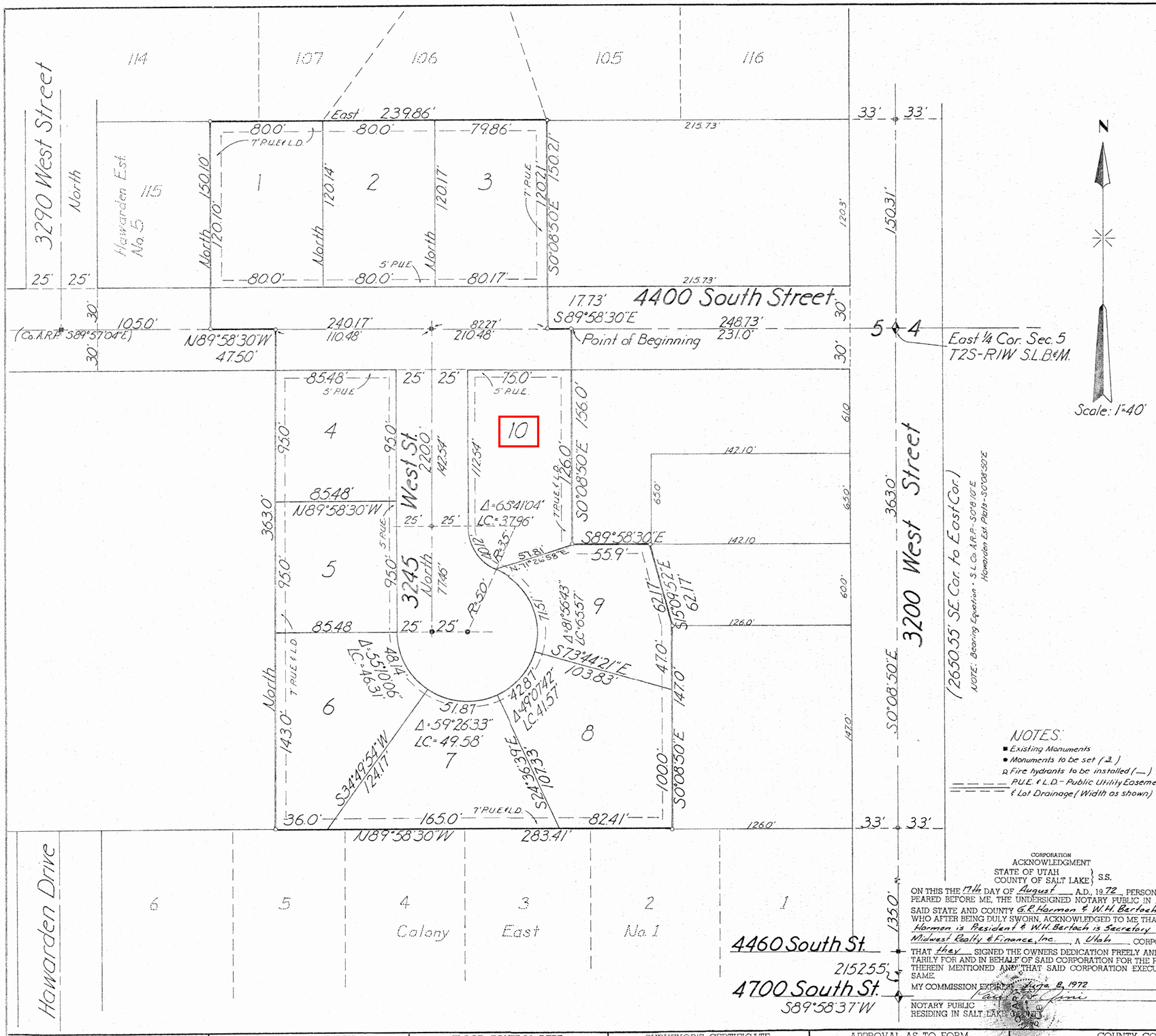
Pamela A. Millet
Pamela A. Millet

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of FEBRUARY, 2023, personally appeared before me **Richard Lamar Millet and Pamela A. Millet,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



NOTES:
- Existing Monuments
- Monuments to be set (3.)
- Fire hydrants to be installed (—)
- P.U.E. & L.D. - Public Utility Easement & Lot Drainage (Width as shown)

SURVEYOR'S CERTIFICATE

I, Paul H. Gini, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 3149, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as Howarden Estates No. 7 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is N89°58'30"W 231.0 ft. from the East 1/4 Cor. of Sec. 5 T2S-R1W S.L.B.&M. running thence;
S0°08'50"E	156.00'	thence;
S89°58'30"E	55.90'	thence;
S15°09'52"E	62.17'	thence;
S0°08'50"E	147.00'	thence;
N89°58'30"W	283.41'	thence;
North	363.00'	thence;
N89°58'30"W	47.50'	thence;
North	150.10'	thence;
East	239.86'	thence;
S0°08'50"E	150.21'	thence;
S89°58'30"E	17.73'	to the point of beginning.
		Containing 2.916 Acres 10 Lots

April 17, 1972
DATE

Paul H. Gini
Surveyors License No. 3149
Gini & Associates, Inc. #2575

OWNER'S DEDICATION

Know all men by these presents that we, the 2 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

Howarden Estates Sub. No. 7

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set our hands this 17th day of August A.D., 19 72

Midwest Realty & Finance, Inc.

G R Harmon — President G.R. Harmon

W H Bertoch — Secretary W.H. Bertoch

CORPORATION ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

ON THIS THE 17th DAY OF August A.D., 1972 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY G.R. Harmon & W.H. Bertoch WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT G.R. Harmon is President & W.H. Bertoch is Secretary of Midwest Realty & Finance, Inc. A Utah CORPORATION, THAT they SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: Feb 8, 1972
Paul H. Gini
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Salt Lake }

On the 17th day of August A.D., 1972 personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Feb. 15, 1976
Cornelia C. Oepima
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

Howarden Estates Sub. No. 7

Located in the E. 1/2 of Sec. 5 T2S-R1W

SALT LAKE BASE & MERIDIAN

#2575

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION
APPROVED THIS 9th DAY OF May A.D., 1972 BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 28 DAY OF July A.D., 19	APPROVED THIS 2nd DAY OF August A.D., 1972	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS 3rd DAY OF October A.D., 1972	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 5th DAY OF October A.D., 19 72 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Graham D. Doxey	Leland S. Hoffman		10/4/72 Dale R. Holt	Deputy	ATTEST: SALT LAKE CO. CLERK
CHAIRMAN, SALT LAKE CO. PLANNING COMM.	DIRECTOR, S. L. CO. BOARD OF HEALTH	FLOOD CONTROL COORDINATOR	DATE SALT LAKE COUNTY SURVEYOR	SALT LAKE COUNTY ATTORNEY	CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2492057

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF McGhie Land Title Co.

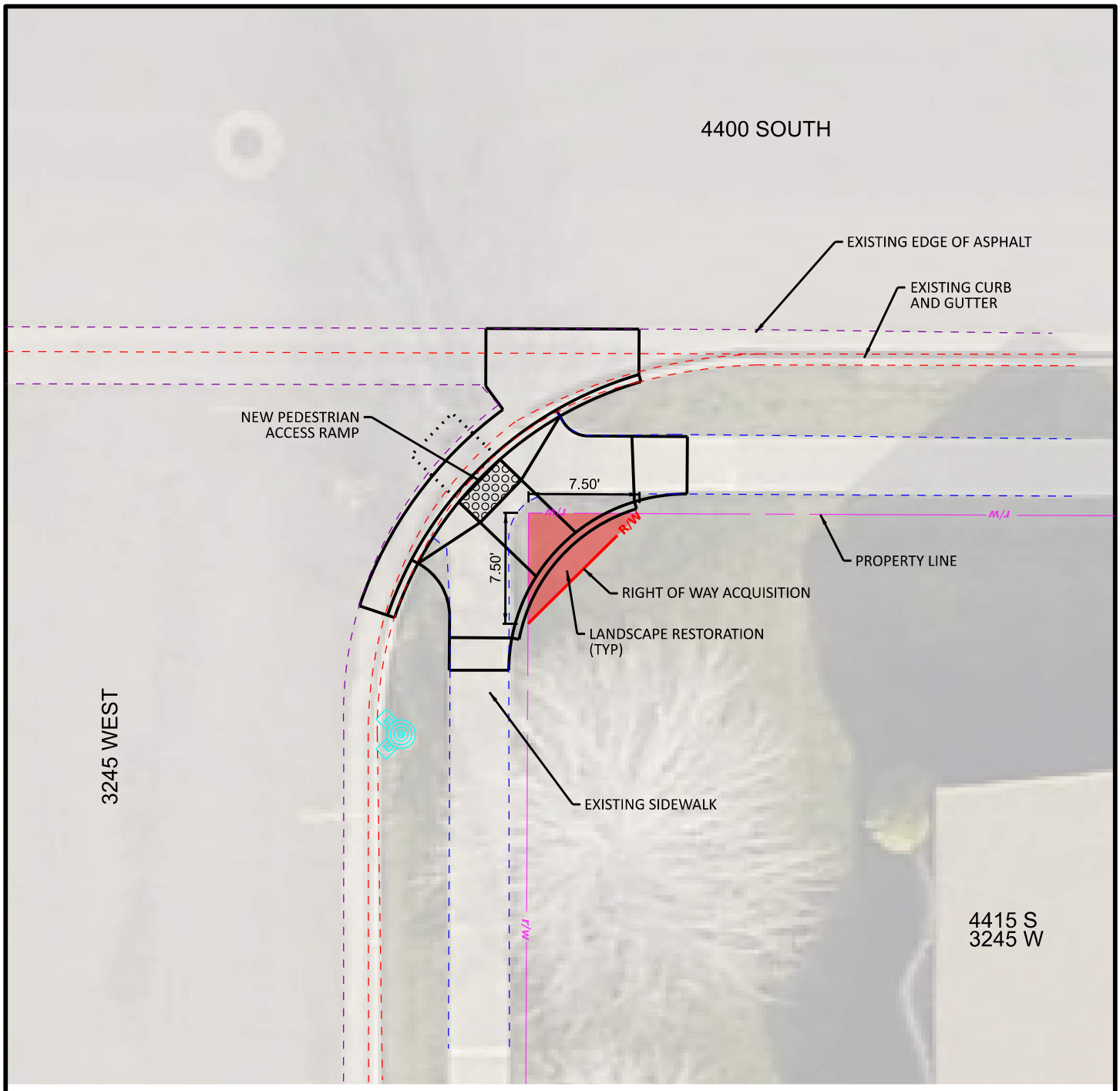
DATE 16 Oct 1972 TIME 10:47 A.M. BOOK MM PAGE 67

$15.00 FEE $

Jarodyn Martin, S.L. County Recorder
Chief Deputy, SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

MM 67



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- EXISTING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N W E S

0 5 10 15 20

SHEET NO. RW-##

2023 ASPHALT OVERLAY PROJECT

RIGHT-OF-WAY

4415 S 3245 W

PROJECT NUMBER WVC ENG CCR - 478

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

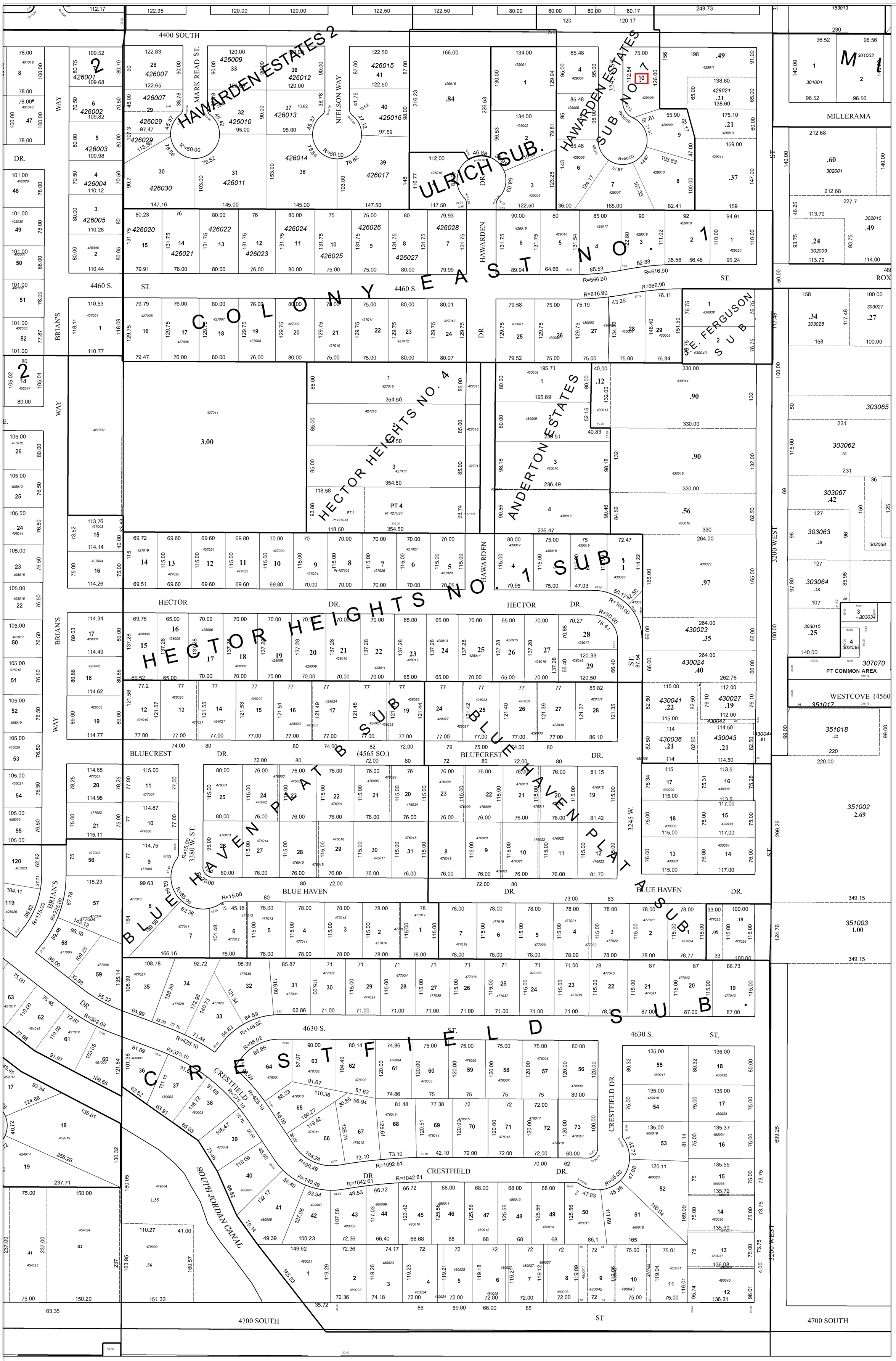
DESIGN _____ PROFESSIONAL ENGINEER

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY

REVISIONS

10/24/2022 9:42:22 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4400 S 3245 W SE.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 SE 1/4 Sec 05 T2S R1W

SALT LAKE COUNTY, UTAH

3/12/2019
100

Scale 1"=100'
0 100' 200'
Feet

21-05-42

Item #:	
Fiscal Impact:	$1,000.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75280-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

The Kenneth and Janet Shosted Family Trust has signed a Right-of-way Purchase Agreement, a Warranty Deed and a Temporary Construction Easement for a portion of property located at 3366 West 4400 South (21-05-277-010).

BACKGROUND:

The Kenneth and Janet Shosted Family Trust property located at 3366 West 4400 South is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the southwest corner of Lot 34 of Hawarden Estate No. 2 and contains a total of 36 square feet, a Temporary Construction Easement encompassing 43 square feet, along with miscellaneous plants. Compensation in the amount of $1,000.00 was based upon land values for property in the neighborhood.

RECOMMENDATION:

Accept Warranty Deed and the Temporary Construction Easement and authorize the Mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed and Temporary Construction Easement for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE KENNETH AND JANET SHOSTED FAMILY TRUST FOR PROPERTY LOCATED AT 3366 WEST 4400 SOUTH.

WHEREAS, the Kenneth and Janet Shosted Family Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3366 West 4400 South that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed and a Temporary Construction Easement (the "Documents"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT OF WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, the Kenneth and Janet Shosted Family Trust, dated the 19th day of May, 2005, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property and an easement for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a warranty deed in the form and for the property described in Exhibit A. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

2. The City shall pay $1,000.00 for the property and easements described in Section 1. This amount constitutes fair market value and is the entire payment for the property and easement and any and all known or potential damages, costs, or value that may be related to the property and easement. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs shall be paid by the City.

5. Following completion of the City's work, the City shall restore the temporary construction easement property to its condition as of the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(signatures follow)

GRANTOR
THE KENNETH AND JANET SHOSTED FAMILY TRUST

Kenneth C. Shosted, Trustee

Janet J. Shosted, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of FEBRUARY, 2023, personally appeared before me **Kenneth C. Shosted and Janet J. Shosted,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **THE KENNETH AND JANET SHOSTED FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

Exhibit A – Warranty Deed

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-277-010**

WARRANTY DEED

THE KENNETH AND JANET SHOSTED FAMILY TRUST, dated the 19th day of May, 2005, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3366 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southwest Corner of Lot 34 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence North 9.00 feet; thence South 44°59'15" East 8.49 feet to the northerly line of 4400 South Street; thence North 89°58'30" West 8.00 feet to the POINT OF BEGINNING. Containing 36 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTOR this _____ day of _____, 2023.

GRANTOR
THE KENNETH AND JANET SHOSTED FAMILY TRUST

_____ _____

Kenneth C. Shosted, Trustee **Janet J. Shosted, Trustee**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Kenneth C. Shosted and Janet J. Shosted,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **THE KENNETH AND JANET SHOSTED FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

Exhibit B – Temporary Construction Easement

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **21-05-277-010**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **THE KENNETH AND JANET SHOSTED FAMILY TRUST, dated the 19th day of May, 2005**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3366 West 4400 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point being North 9.00 feet from the Southwest Corner of Lot 34 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence North 5.00 feet; thence South 44°59'15" East 15.56 feet to the northerly line of 4400 South Street; thence North 89°58'30" West 5.00 feet; thence North 44°59'15" West 8.49 feet to the POINT OF BEGINNING. Encompassing 43 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this _____ day of _____, 2023.

GRANTOR
THE KENNETH AND JANET SHOSTED FAMILY TRUST

_____ _____

Kenneth C. Shosted, Trustee **Janet J. Shosted, Trustee**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, **Kenneth C. Shosted Janet J. Shosted,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **THE KENNETH AND JANET SHOSTED FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-277-010**

WARRANTY DEED

THE KENNETH AND JANET SHOSTED FAMILY TRUST, dated the 19th day of May, 2005, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3366 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southwest Corner of Lot 34 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence North 9.00 feet; thence South 44°59'15" East 8.49 feet to the northerly line of 4400 South Street; thence North 89°58'30" West 8.00 feet to the POINT OF BEGINNING. Containing 36 square feet.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTOR this 13TH day of FEBRUARY, 2023.

GRANTOR
THE KENNETH AND JANET SHOSTED FAMILY TRUST

Kenneth C. Shosted, Trustee

Janet J. Shosted, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of FEBRUARY, 2023, personally appeared before me **Kenneth C. Shosted and Janet J. Shosted,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **THE KENNETH AND JANET SHOSTED FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **21-05-277-010**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **THE KENNETH AND JANET SHOSTED FAMILY TRUST, dated the 19th day of May, 2005**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3366 West 4400 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
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Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hands of said GRANTOR this 13TH day of FEBRUARY, 2023.

GRANTOR
THE KENNETH AND JANET SHOSTED FAMILY TRUST

Kenneth C. Shosted, Trustee

Janet J. Shosted, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 13TH day of FEBRUARY, 2023, **Kenneth C. Shosted Janet J. Shosted,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **THE KENNETH AND JANET SHOSTED FAMILY TRUST**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705428
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

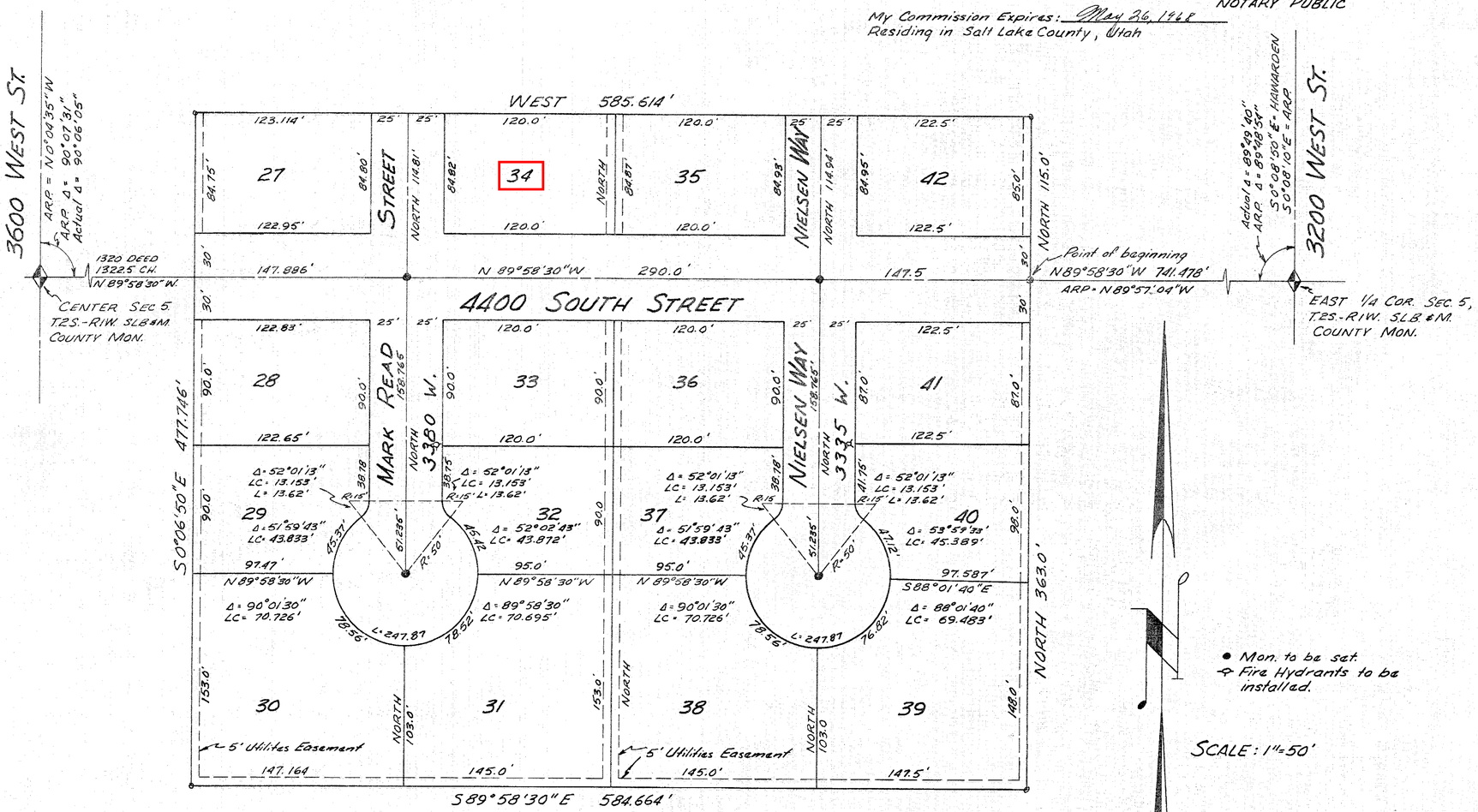
ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 23 day of April 1965, A.D., personally appeared before me G.R. HARMON and RULON E. JENKINS who being by me duly sworn did say, each for himself, that he, the said G.R. HARMON is the President, and he, the said RULON E. JENKINS is the Secretary of MIDWEST REALTY & FINANCE, INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Diractors and said G.R. HARMON and RULON E. JENKINS each duly acknowledged to me that said Corporation executed the same and that the Seal affixed is the Seal of said Corporation.

Janice M. Coates
NOTARY PUBLIC

My Commission Expires: May 26, 1968
Residing in Salt Lake County, Utah



● Mon. to be set.
⊕ Fire Hydrants to be installed.

SCALE: 1"=50'

SURVEYOR'S CERTIFICATE

I, EDWARD F. GINI, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 47, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HAWARDEN ESTATES NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is N89°58'30"W. 741.478 feet from the East 1/4 Corner Section 5, T.2S.-R1W. SLB&M, and running thence;
NORTH	115.00	feet; thence
WEST	585.614	" ; "
S0°06'50"E	477.746	" ; "
S89°58'30"E	584.664	" ; "
NORTH	363.00	" to the point of beginning.

April 19, 1965
DATE

Edward F. Gini

OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

HAWARDEN ESTATES NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set OUR HANDS this ___ day of ___ A.D., 19___

Rulon E. Jenkins
SECRETARY

MIDWEST REALTY & FINANCE
G R Harmon
PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 4TH day of JUNE A.D., 1965, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 1-14-69

Dennis J. Black
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

HAWARDEN ESTATES NO. 2

A Subdivision Located in the East 1/2 of Section 5, T.2S-R.1W.
SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 20th DAY OF MAY A.D., 19 65

Merle D. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 27TH DAY OF April A.D., 1965 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Allen C. Maback
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

May 25, 1965
DATE

Roger Borden
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF June A.D., 1965

Robert D. Call
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 4TH DAY OF JUNE A.D., 1965 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Jack Willey
SALT LAKE COUNTY CLERK

Marvin D. Jensen
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

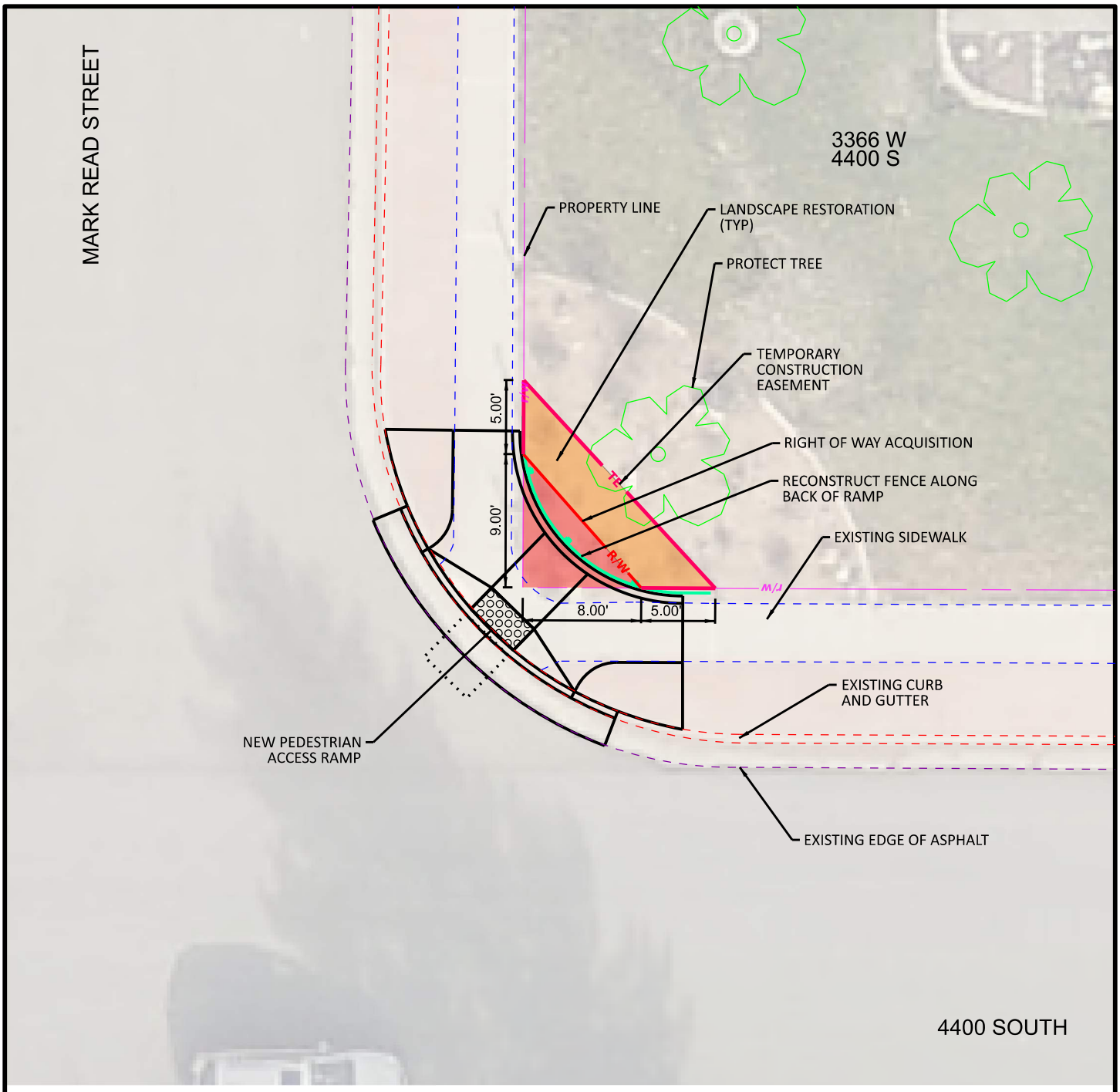
RECORDED # 2087637

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Midwest Realty & Finance
DATE 6/8/65 TIME 11:37 A.M. BOOK CC PAGE 84
$16.00 FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS

"SALT LAKE BLUE" IMPERIAL



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- r/w — EXISTING PROPERTY LINE
- TE — TEMPORARY CONSTRUCTION EASEMENT (TCE)
- R/W — RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N W E S

0 5 10 15 20

SHEET NO. RW-##

2023 ASPHALT OVERLAY PROJECT

RIGHT-OF-WAY

3366 W 4400 S

PROJECT NUMBER WVC ENG CCR - 478

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

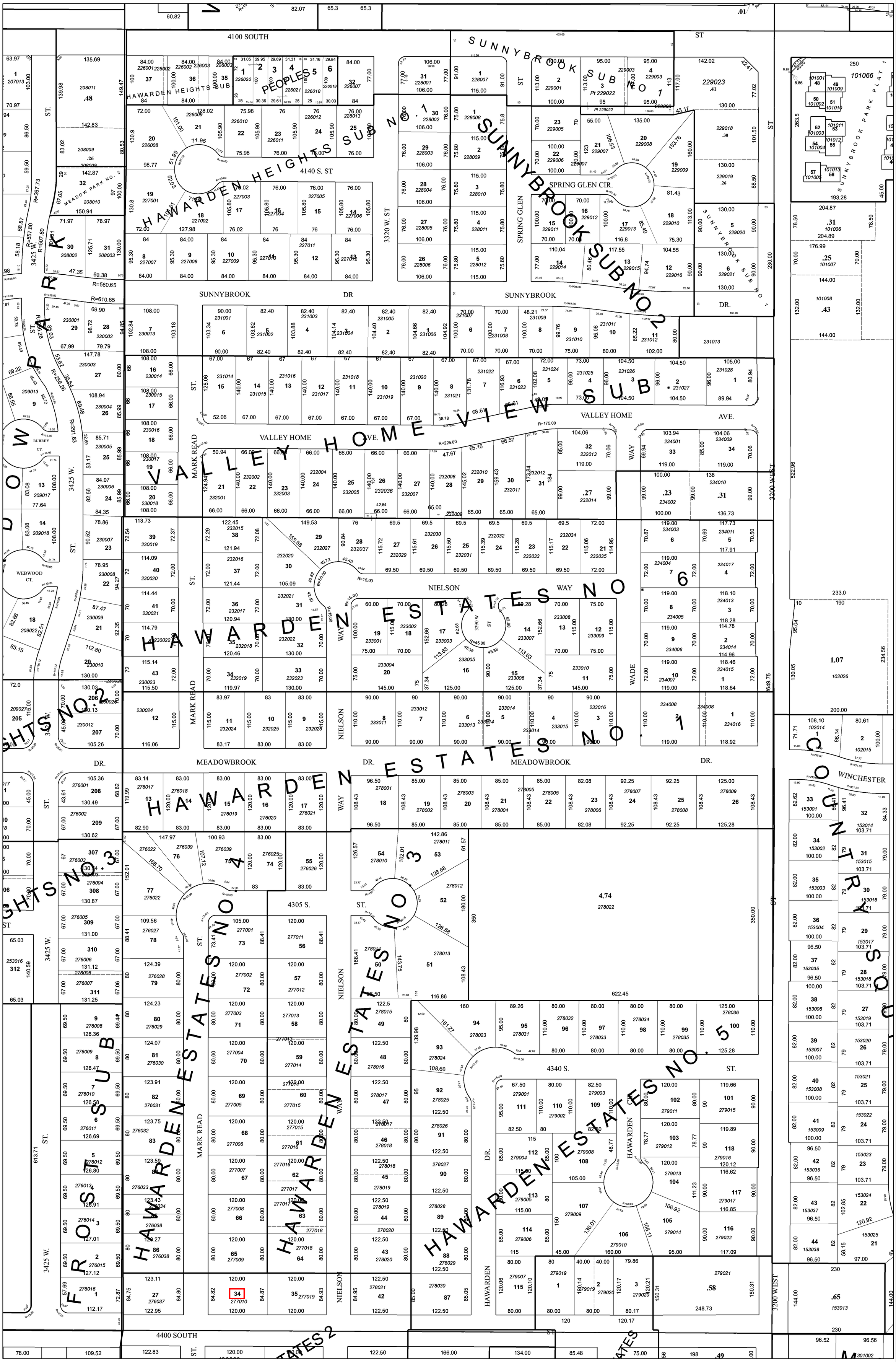
DESIGN _____ PROFESSIONAL ENGINEER _____ DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY

REVISIONS

10/24/2022 9:42:37 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4400 S Mark Read St. NE.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

N
W E
S

E 1/2 NE 1/4 Sec 05 T2S R1W

SALT LAKE COUNTY, UTAH

10/19/2018

115

Scale 1"=100'

0 100' 200'

Feet

21-05-22

	R1W	R2W	R3W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	■	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Area

6	■	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Section

11	12	21	■
31	32	41	42

Page

Item #:	
Fiscal Impact:	$2,000.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75280-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:

The Woodson E. & Barbara E. Davis Living Trust has signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 3323 West 4400 South (21-05-426-015).

BACKGROUND:

The Woodson E. & Barbara E. Davis Living Trust property located at 3323 West 4400 South is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northwest corner of Lot 41 of Hawarden Estate No. 2 and contains a total of 26 square feet. Compensation in the amount of $2,000.00 was negotiated based upon the Appraisal Report prepared by the Fortis Group, LLC.

RECOMMENDATION:

Accept Warranty Deed authorize the Mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM THE WOODSON E. AND BARBARA E. DAVIS LIVING TRUST FOR PROPERTY LOCATED AT 3323 WEST 4400 SOUTH.

WHEREAS, the Woodson E. and Barbara E. Davis Living Trust (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3323 West 4400 South that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT OF WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Woodson E. & Barbara E. Davis Living Trust, dated April 14, 2011 (herein and collectively GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTOR shall deliver a warranty deed in the form and for the property described in Exhibit A.

2. The City shall pay $2,000.00 for the property described in Section 1. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. The compensation set forth in Section 2 above includes the cost to the Grantor to replace the improvements on the subject property.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(signatures follow)

GRANTOR
Woodson E. & Barbara E. Davis Living Trust

Woodson E. Davis
Woodson E. Davis, Trustee

Barbara E. Davis
Barbara E. Davis, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 2ND day of FEBRUARY, 2023, personally appeared before me **Woodson E. Davis and Barbara E. Davis,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **Woodson E. & Barbara E. Davis Living Trust**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

Exhibit – A

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-426-015**

WARRANTY DEED

Woodson E. & Barbara E. Davis Living Trust, dated April 14, 2011, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3323 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 41 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence South 89°58'30" East 7.00 feet; thence South 43°02'12" West 10.26 feet to the easterly line of Nielsen Way; thence North 7.50 feet to the POINT OF BEGINNING. Containing 26 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2023.

GRANTORS
Woodson E. & Barbara E. Davis Living Trust

_____
Woodson E. Davis, Trustee

_____
Barbara E. Davis, Trustee

GRANTORS
Woodson E. & Barbara E. Davis Living Trust

_____ _____
Woodson E. Davis, Trustee **Barbara E. Davis, Trustee**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Woodson E. Davis and Barbara E. Davis,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **Woodson E. & Barbara E. Davis Living Trust**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-426-015**

WARRANTY DEED

Woodson E. & Barbara E. Davis Living Trust, dated April 14, 2011, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3323 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northwest Corner of Lot 41 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence South 89°58'30" East 7.00 feet; thence South 43°02'12" West 10.26 feet to the easterly line of Nielsen Way; thence North 7.50 feet to the POINT OF BEGINNING. Containing 26 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 2ND day of FEBRUARY, 2023.

GRANTORS
Woodson E. & Barbara E. Davis Living Trust

Woodson E. Davis
Woodson E. Davis, Trustee

Barbara E. Davis
Barbara E. Davis, Trustee

State of UTAH)
:ss
County of SALT LAKE)

On this 2ND day of FEBRUARY, 2023, personally appeared before me **Woodson E. Davis and Barbara E. Davis,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the Trustees of **Woodson E. & Barbara E. Davis Living Trust**, and that the foregoing instrument was signed on behalf of said trust and they acknowledged to me that said trust executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

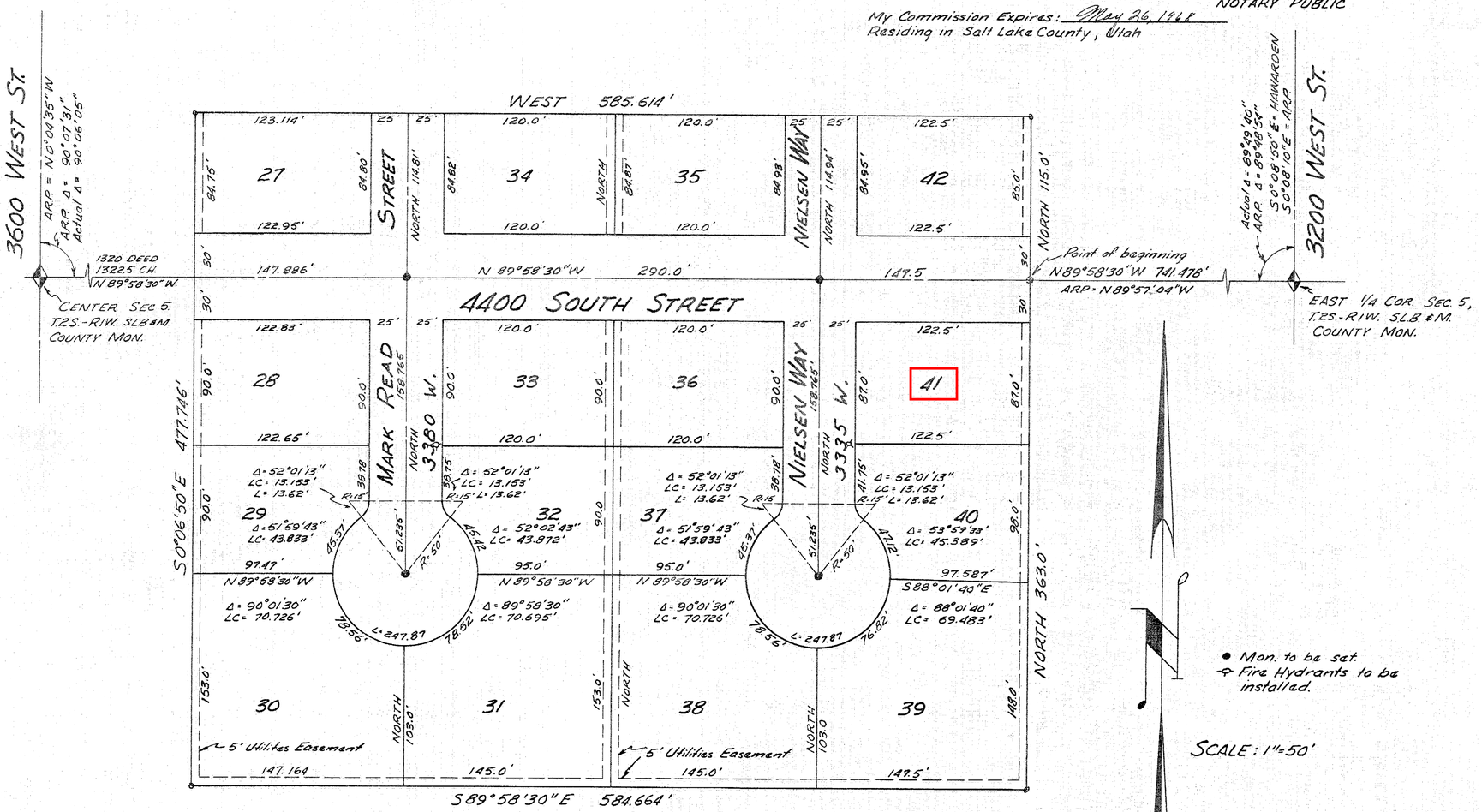
ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 23 day of April 1965, A.D., personally appeared before me G.R. HARMON and RULON E. JENKINS who being by me duly sworn did say, each for himself, that he, the said G.R. HARMON is the President, and he, the said RULON E. JENKINS is the Secretary of MIDWEST REALTY & FINANCE, INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Diractors and said G.R. HARMON and RULON E. JENKINS each duly acknowledged to me that said Corporation executed the same and that the Seal affixed is the Seal of said Corporation.

Janice M. Coates
NOTARY PUBLIC

My Commission Expires: May 26, 1968
Residing in Salt Lake County, Utah



● Mon. to be set.
⊕ Fire Hydrants to be installed.

SCALE: 1"=50'

SURVEYOR'S CERTIFICATE

I, EDWARD F. GINI, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 47, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HAWARDEN ESTATES NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is N89°58'30"W. 741.478 feet from the East 1/4 Corner Section 5, T.2S.-R1W. SLB&M, and running thence;
NORTH	115.00	feet; thence
WEST	585.614	" ; "
S0°06'50"E	477.746	" ; "
S89°58'30"E	584.664	" ; "
NORTH	363.00	" to the point of beginning.

April 19, 1965
DATE

Edward F. Gini

OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

HAWARDEN ESTATES NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set OUR HANDS this ___ day of ___ A.D., 19___

Rulon E. Jenkins
SECRETARY

MIDWEST REALTY & FINANCE
G R Harmon
PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 4TH day of JUNE A.D., 1965, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 1-14-69

Dennis J. Black
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

HAWARDEN ESTATES NO. 2

A Subdivision Located in the East 1/2 of Section 5, T.2S-R.1W.
SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 20th DAY OF MAY A.D., 19 65

Merle D. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 27TH DAY OF April A.D., 1965 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Allen C. Maback
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

May 25, 1965
DATE

Roger Borden
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF June A.D., 1965

Robert D. Call
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 4TH DAY OF JUNE A.D., 1965 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Jack Willey
SALT LAKE COUNTY CLERK

Marvin D. Jensen
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

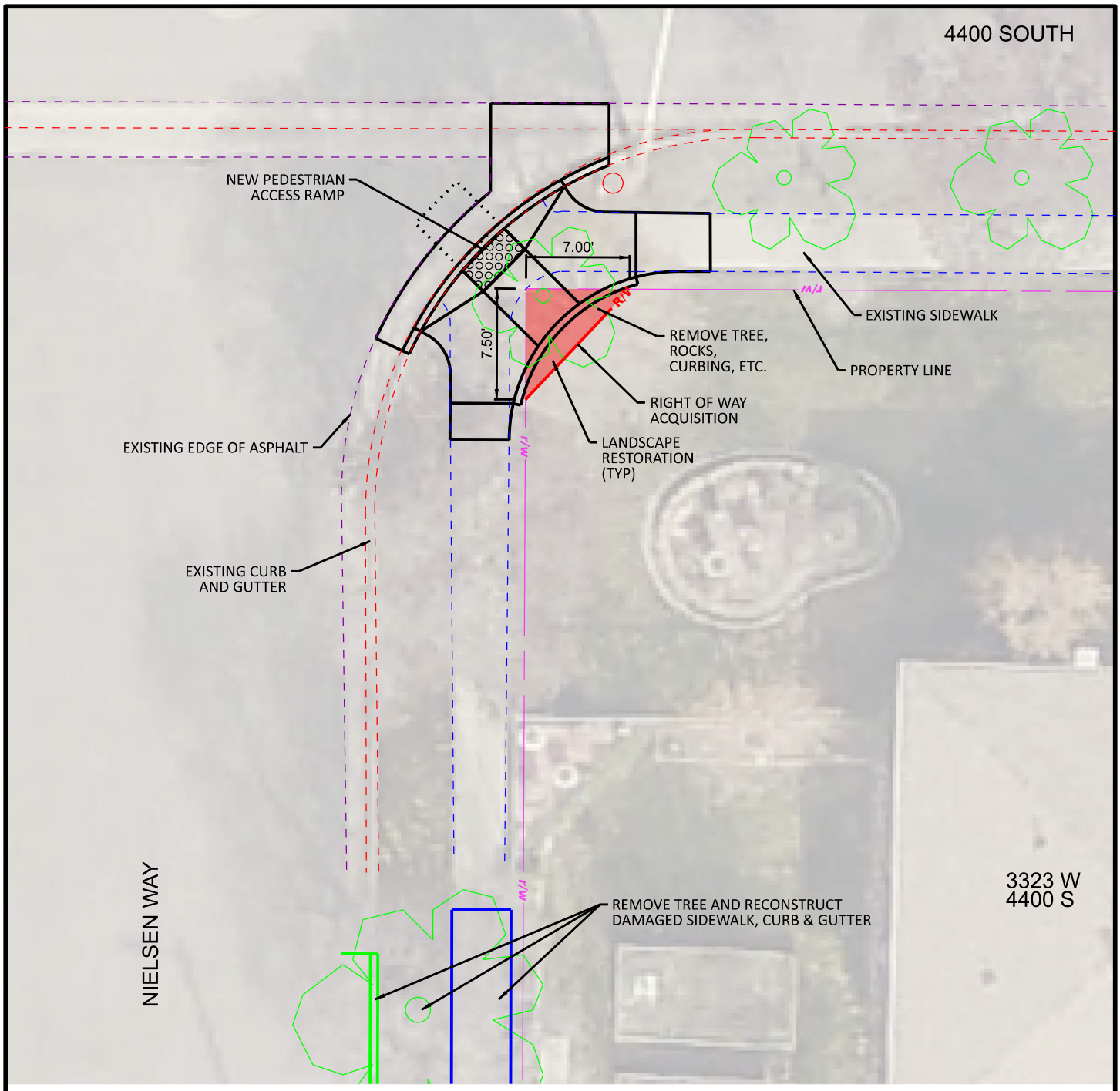
RECORDED # 2087637

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Midwest Realty & Finance
DATE 6/8/65 TIME 11:37 A.M. BOOK CC PAGE 84
$16.00
FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS

"SALT LAKE BLUE" IMPERIAL



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- EXISTING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

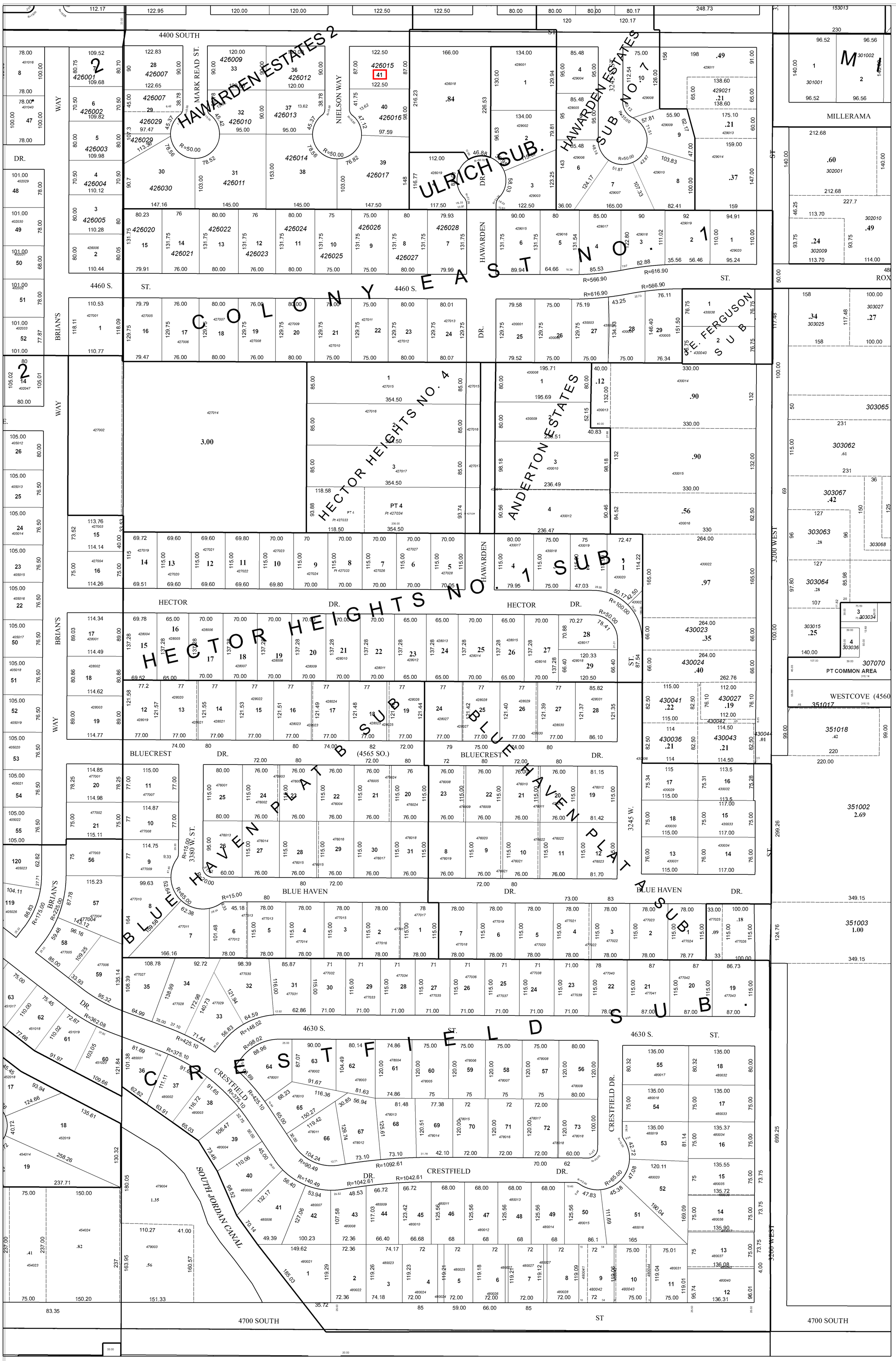
N W E S

0 5 10 15 20

SHEET NO. RW-##	2023 ASPHALT OVERLAY PROJECT	WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	DESIGN
	RIGHT-OF-WAY	3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720	CHECK
	3323 W 4400 S		DRAWN
	PROJECT NUMBER WVC ENG CCR - 478	DESIGN PROFESSIONAL ENGINEER DATE	CHECK

REMARKS | DATE | NO. | BY — REVISIONS

10/24/2022 9:43:01 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4400 S NIELSEN WY. SE.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 SE 1/4 Sec 05 T2S R1W

SALT LAKE COUNTY, UTAH

3/12/2019
126

Scale 1"=100'
0 100' 200'
Feet

21-05-42

Item #:	
Fiscal Impact:	$700.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75280-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:

Ronald L. Stephens and Diana L. Stephens have signed a Right-of-way Purchase Agreement and a Warranty Deed for a portion of property located at 3390 West 4400 South (21-05-276-037).

BACKGROUND:

The Ronald L. Stephens and Diana L. Stephens property located at 3390 West 4400 South is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the southeast corner of Lot 27 of Hawarden Estate No. 2 and contains a total of 32 square feet. Compensation in the amount of $700.00 was based upon land values for property in the neighborhood.

RECOMMENDATION:

Accept Warranty Deed authorize the Mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM RONALD AND DIANA STEPHENS FOR PROPERTY LOCATED AT 3390 WEST 4400 SOUTH.

WHEREAS, Ronald and Diana Stephens (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3390 West 4400 South that is affected by the 2023 Asphalt Overlay Project (herein "Project"); and

WHEREAS, Owner has also signed a Warranty Deed (the "Deed"), as required for the Project; and

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

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

1. That the above-referenced document entitled "Right of Way Purchase Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2023, Ronald L. Stephens and Diana L. Stephens (collectively, GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $700.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

4. Closing costs shall be paid by the City.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

(Signatures follow)

GRANTOR
RONALD L. STEPHENS

Ronald L. Stephens

State of UTAH)
:ss
County of SALT LAKE)

On this 6TH day of FEBRUARY, 2023, personally appeared before me Ronald L. Stephens, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTOR
DIANA L. STEPHENS

Diana L. Stephens

State of UTAH)
:ss
County of SALT LAKE)

On this 6TH day of FEBRUARY, 2023, personally appeared before me Diana L. Stephens, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____
CITY RECORDER

Exhibit A – Warranty Deed

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-05-276-037**

WARRANTY DEED

Ronald L. Stephens and Diana L. Stephens, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3390 West 4400 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 5, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Southeast Corner of Lot 27 of Hawarden Estates No. 2, according to the official plat thereof as recorded in Book CC at page 84 in the office of the Salt Lake County Recorder and running thence North 89°58'30" West 8.00 feet; thence North 45°00'45" East 11.31 feet to the westerly line of Mark Read Street; thence South 8.00 feet to the POINT OF BEGINNING. Containing 32 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this _____ day of _____, 2023.

GRANTORS

Ronald L. Stephens

Diana L. Stephens

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me **Ronald L. Stephens and Diana L. Stephens,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

WHEN RECORDED RETURN TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESSED the hands of said GRANTORS this 6TH day of FEBRUARY, 2023.

GRANTORS

Ronald L. Stephens
Ronald L. Stephens

Diana L. Stephens
Diana L. Stephens

State of UTAH)
:ss
County of SALT LAKE)

On this 6TH day of FEBRUARY, 2023, personally appeared before me **Ronald L. Stephens and Diana L. Stephens,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 708426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

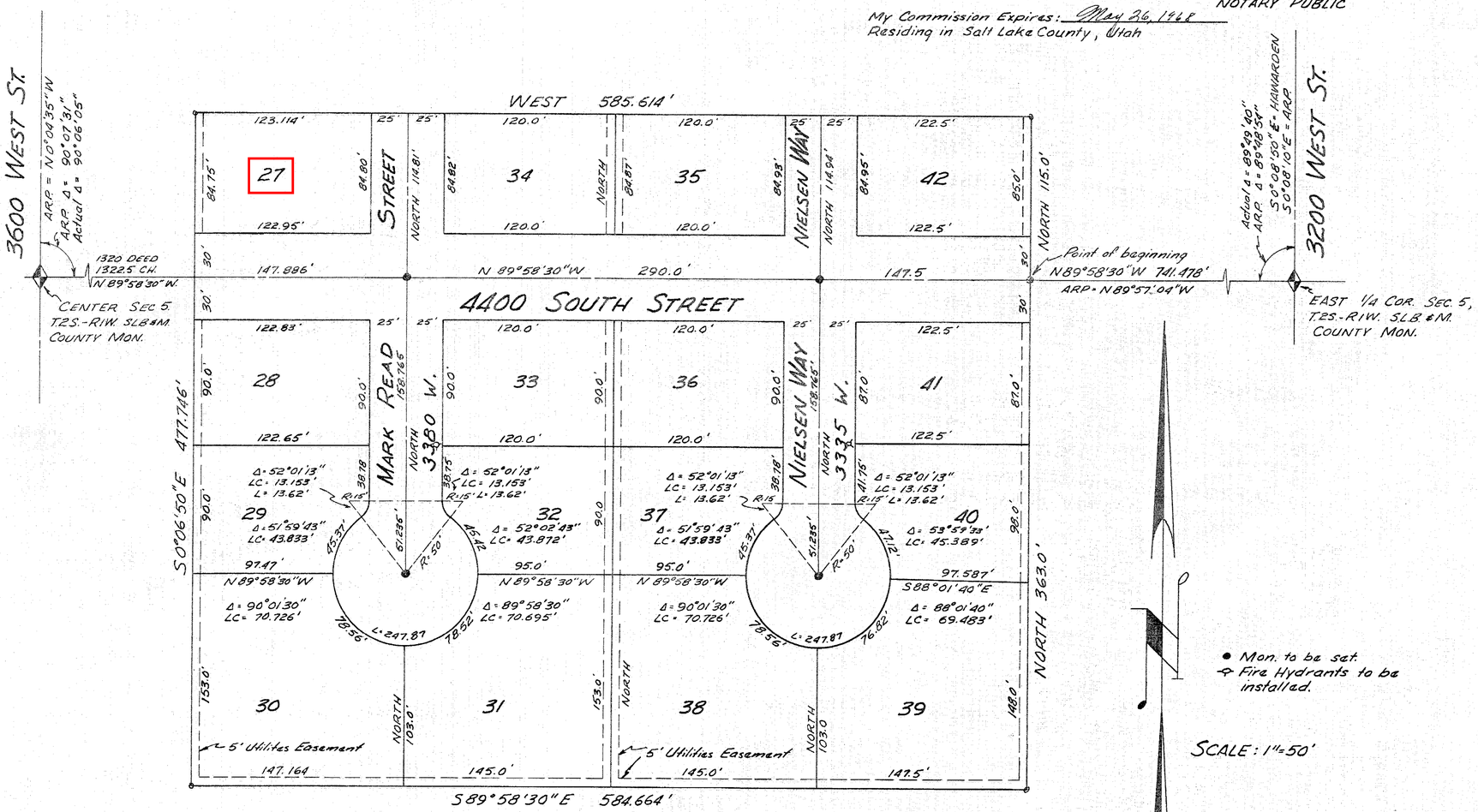
ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 23 day of April 1965, A.D., personally appeared before me G.R. HARMON and RULON E. JENKINS who being by me duly sworn did say, each for himself, that he, the said G.R. HARMON is the President, and he, the said RULON E. JENKINS is the Secretary of MIDWEST REALTY & FINANCE, INC., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Diractors and said G.R. HARMON and RULON E. JENKINS each duly acknowledged to me that said Corporation executed the same and that the Seal affixed is the Seal of said Corporation.

Janice M. Coates
NOTARY PUBLIC

My Commission Expires: May 26, 1968
Residing in Salt Lake County, Utah



● Mon. to be set.
⊕ Fire Hydrants to be installed.

SCALE: 1"=50'

SURVEYOR'S CERTIFICATE

I, EDWARD F. GINI, do hereby certify that I am a Registered Professional Engineer and/or Land Surveyor, and that I hold certificate No. 47, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as HAWARDEN ESTATES NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		Beginning at a point which is N89°58'30"W. 741.478 feet from the East 1/4 Corner Section 5, T.2S.-R1W. SLB&M, and running thence;
NORTH	115.00	feet; thence
WEST	585.614	" ; "
S0°06'50"E	477.746	" ; "
S89°58'30"E	584.664	" ; "
NORTH	363.00	" to the point of beginning.

April 19, 1965
DATE

Edward F. Gini

OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner ( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

HAWARDEN ESTATES NO. 2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

In witness whereof we have hereunto set OUR HANDS this ___ day of ___ A.D., 19___

Rulon E. Jenkins
SECRETARY

MIDWEST REALTY & FINANCE
G R Harmon
PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 4TH day of JUNE A.D., 1965, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: 1-14-69

Dennis J. Black
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

HAWARDEN ESTATES NO. 2

A Subdivision Located in the East 1/2 of Section 5, T.2S-R.1W.
SALT LAKE BASE & MERIDIAN

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 20th DAY OF MAY A.D., 19 65

Merle D. Turner
DIRECTOR — S. L. CO. BOARD OF HEALTH

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 27TH DAY OF April A.D., 1965 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Glenn C. Mabey
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT, AND SAID TRACT, AS STAKED, EXAMINED BY THIS OFFICE; AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

May 25, 1965
DATE

Roger Borden
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 7th DAY OF June A.D., 1965

Robert D. Call
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 4TH DAY OF JUNE A.D., 1965 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Jack Willey
SALT LAKE COUNTY CLERK

Marvin D. Jensen
CHAIRMAN, BD. OF SALT LAKE CO. COMM.

RECORDED # 2087637

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Midwest Realty & Finance
DATE 6/8/65 TIME 11:37 A.M. BOOK CC PAGE 84
$16.00
FEE $

Hazel Taggart Chase
SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS

"SALT LAKE BLUE" IMPERIAL



LEGEND

- EXISTING SIDEWALK
- EXISTING CURB AND GUTTER
- EXISTING EDGE OF PAVED ROAD
- EXISTING FENCE
- EXISTING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- RIGHT OF WAY ACQUISITION
- NEW PEDESTRIAN ACCESS RAMP
- ACQUISITION | TCE AREA
- DETECTABLE WARNING SURFACE
- CLEAR SPACE

N W E S

0 5 10 15 20

SHEET NO. RW-##

2023 ASPHALT OVERLAY PROJECT

RIGHT-OF-WAY

3390 W 4400 S

PROJECT NUMBER WVC ENG CCR - 478

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN _____ PROFESSIONAL ENGINEER

DESIGN
CHECK
DRAWN
CHECK

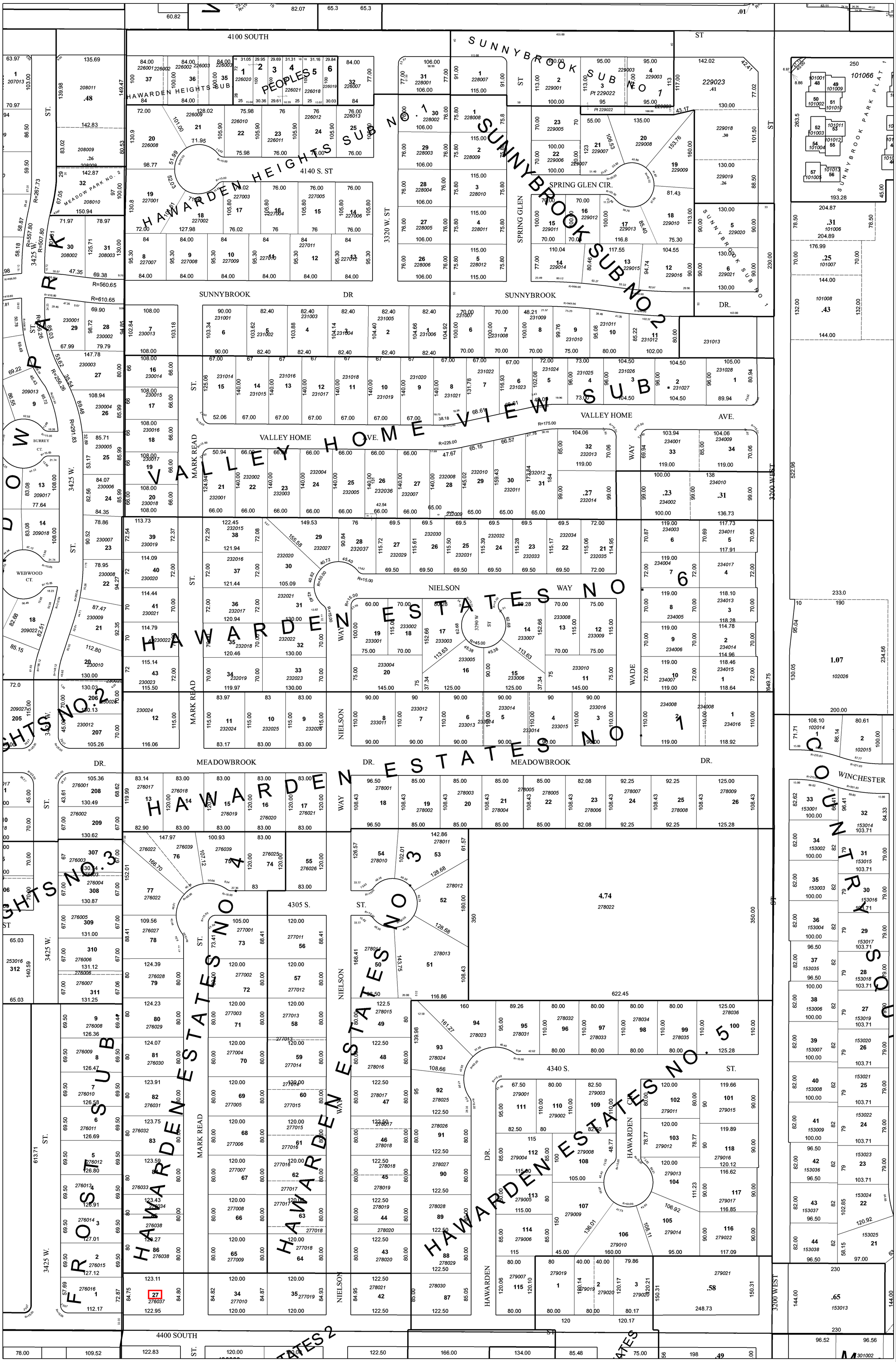
DATE

REMARKS

NO.	BY

REVISIONS

10/24/2022 9:42:42 AM H:\ENGDIV\PROJECTS\2023 Asphalt Overlay Project\CAD\Drawings\PDF Exhibits\ROW EXHIBITS\4400 S Mark Read St. NW.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Adam Gardiner
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 NE 1/4 Sec 05 T2S R1W

SALT LAKE COUNTY, UTAH

10/19/2018

138

Scale 1"=100'

0 100' 200'

Feet

21-05-22

Area

	R1W	R2W	R1W	R1E	R2E	R3E
T1N	6	7	8	9	10	11
T1S	13	14	15	16	17	18
T2S	19	20	■	22	23	24
T3S	25	26	27	28	29	30
T4S	31	32	33	34		

Section

6	■	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Page

11	12	21	■
31	32	41	42

Item:	
Fiscal Impact:	$100,000
Funding Source:	Storm Water Utility
Account No:	36-7532-40750-00000-0000

Budget Opening Required: No

ISSUE:
A resolution authorizing the City to contract with Cody Ekker Construction Inc. for a storm drain on Toulouse Street

SYNOPSIS:
Authorization of work under Section 5-3-112 (Emergencies, Public Threats and Unforeseen Conditions)

BACKGROUND:
In the fall of 2022, the Public Works Department became aware of basement flooding on Toulouse Street, during a period of no rain, thus basement flooding from storm drainage seemed unlikely. The flooded basement is immediately adjacent to a corrugated metal pipe, installed in the early 1970s, draining the City's street water into the South Jordan Canal. The pipe sits below the water level of the canal keeping the pipe full of water all the time, it is suspected that canal water saturates the ground around the pipe near the home and seeps into the basement through the compromised aging corrugated metal pipe. In late 2022 and early 2023, the Public Works Department planned for the Operations Division to replace the pipe in place using in-house forces. As the design progressed, it became clear that the best long-term solution did not include replacement in-place. UDOT recently acquired property at 3766 West Toulouse Street to accommodate work on the 4700 South Bangerter Highway interchange. There is an existing storm drain installed in Toulouse Street, that dead-ends at Bangerter Highway that could be used to drain the neighborhood. The Public Works Department determined that the best long-term solution for the City would include a connection to the existing dead-end storm drain, running a new pipe through the recently purchased UDOT property, and from there connecting into the South Jordan Canal. This new storm drain location would enable the City to connect to a future Bangerter Highway storm drainage system, ultimately removing the City's water from the Canal, and improving the area drainage capacity. Additionally, the new location will take the storm drain away from the flooding basement, minimizing the possibility of future flooding if the canal water seeping through the pipe is the flood water source.

The storm drain work needs to be completed before the South Jordan Canal begins running water in early April. As design and permitting for the new storm drain design progressed, it became clear that traditional contractor procurement methods would not allow the work to be completed before the canal water returns. For these reasons, the Public Works Department is requesting authorization to award a contract under Section 5-3-112 (Emergencies, Public Threats and Unforeseen Conditions) of the City's procurement code.

The Engineering Division reached out to several contractors seeking interest and capacity to do the work within the necessary timeframe, which did not yield many interested companies. Cody Ekker Construction expressed interest in the work and has the expertise and ability to fit the work into their schedule to accommodate the canal deadline.

RECOMMENDATION:
Award a contract to Cody Ekker Construction Inc., in the amount of $76,950 and authorize the Public Works Department to spend up to $100,000 in potential change orders.

SUBMITTED BY:
Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO CODY EKKER CONSTRUCTION INC. FOR A STORM DRAIN INSTALLATION ON TOULOUSE STREET.

WHEREAS, West Valley City requires that a storm drain and related infrastructure be installed immediately on Toulouse Street (the "Project"); and

WHEREAS, the City undertook best efforts to obtain the most competitive price to complete the Project according to City specifications on the required timeline; and

WHEREAS, Cody Ekker Construction Inc. (hereinafter, "Contractor") submitted a proposal to complete the Project within the required timeline at a competitive price; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor to complete the Project.

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

1. The contract to complete the Project is hereby awarded to Contractor in the amount of $76,950.00, with a total authorization not to exceed $100,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT
TOULOUSE STREET STORM DRAIN PROJECT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Cody Ekker Construction, Inc. (hereinafter, "Contractor"), a Utah corporation, 412 East 3200 North, Lehi, Utah 84043. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires the emergency installation of a storm drain connection and related infrastructure (the "Work"); and

WHEREAS, Contractor is a qualified provider willing and able to perform said Work; and

WHEREAS, the City has selected Contractor to perform said Work.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** Contractor shall install a storm drain connection on and near Toulouse Street as set forth herein.

2. **Contractor's Services.** Contractor shall perform the Work as detailed in the Scope of Work attached hereto and incorporated herein as Exhibit "A." Contractor shall provide a one year warranty including labor and materials.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work unless otherwise set forth in Exhibit A. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

   A. **Compensation.** The City shall pay the Contractor an amount not to exceed $76,950.00. Half of this amount shall be payable at the commencement of the Work

and half shall be payable upon the City's inspection and acceptance of the completed Work.

B. The City shall also provide certain materials as set forth in Exhibit A.

6. Termination. Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. Completion Date and Term. The Work shall be completed no later than March 30, 2023. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

8. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY: West Valley City
Attn: City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

With a copy to: West Valley City
Attn: City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to Contractor: Cody Ekker Construction, Inc.
412 East 3200 North
Lehi, Utah 84043

9. Relationship of the Parties. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is

understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. Conflict of Interest. Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. Insurance. Contractor shall secure and maintain throughout the period of this Agreement such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. Commercial General Liability Insurance. Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $2,000,000, annual aggregate: $3,000,000.

B. Comprehensive (Hired or Non-Owned) Automobile Liability Insurance. Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $2,000,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $2,000,000.

E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation,

reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of

conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

25. Time of the Essence. Time is and shall be of the essence of this Agreement and of each term and provision hereof.

26. Captions and Headings. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow)

WEST VALLEY CITY

_____

Mayor

_____

City Manager

ATTEST:

Approved as to form 2/28/2023
Brandon Hill

_____

City Recorder

CONTRACTOR

_____

By:
Its:

State of _____)
:ss
County of _____)

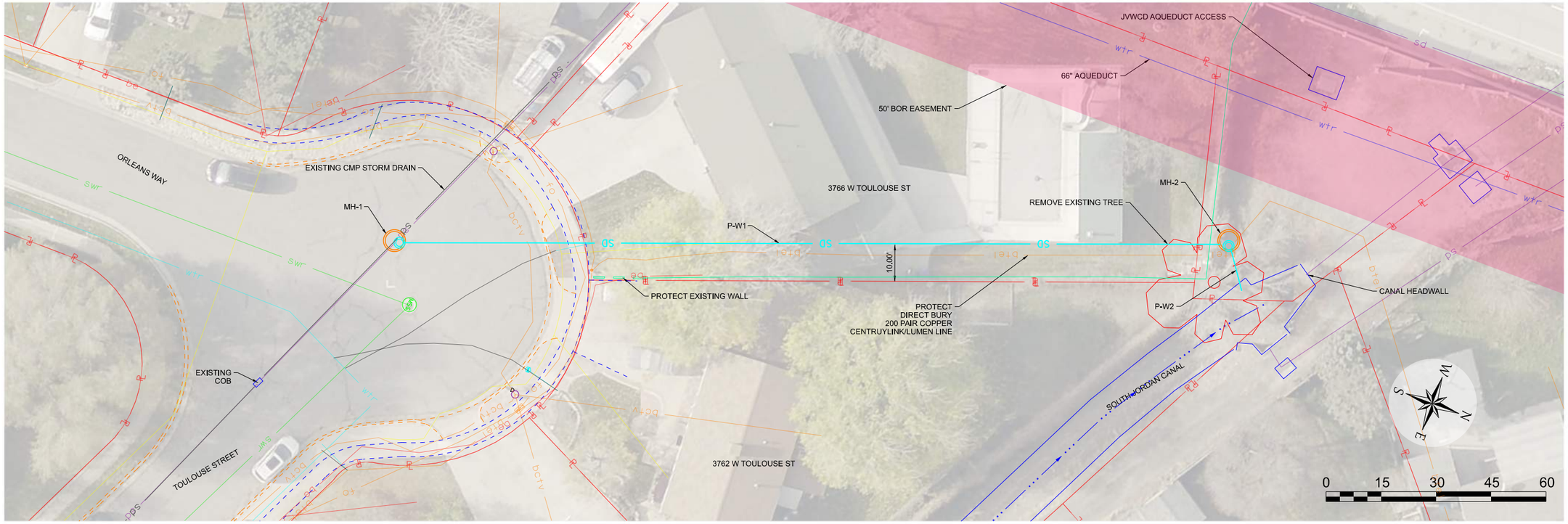
On this _____ day of _____, 20_____, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of Cody Ekker Construction, Inc. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

_____

Notary Public

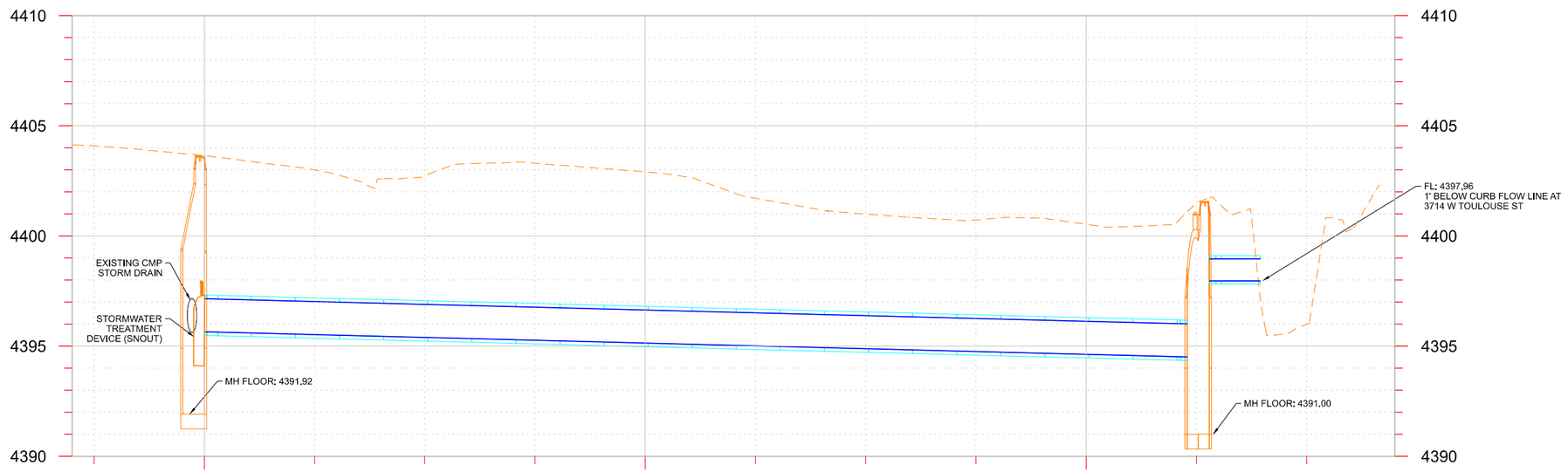
EXHIBIT A

SCOPE OF WORK



NODE INFORMATION

NAME	MH-1	MH-2
STATIONING		
RIM/GRATE (FT)	4403.68	4401.58



PIPE INFORMATION

NAME	P-W1	P-W2
DIAMETER (IN) MATERIAL	18" RCP	12" RCP
LENGTH (FT) / SLOPE (%)	227.6 / 0.50%	14.2 / 0.00%
START INVERT	4395.63ft	4397.96ft
STOP INVERT	4394.51ft	4397.96ft

REVISIONS

NO.	BY	DATE	REMARKS

DESIGN ___ CHECK ___
DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

PROFESSIONAL ENGINEER
DESIGN
DATE
PROJECT NUMBER
SHEET NO.

C:_Cloud\West Valley City\Capital Improvement Projects - Documents\Projects\000 Misc Projects\20221006 Toulouse Flooding\ExSD_EXHBIT WEST.dgn
2:54:44 PM
2/15/2023

Cody Ekker Construction, Inc.

412 E. 3200 N.
Lehi, UT 84043

Estimate

Date	Estimate #
2/16/2023	1449

Name / Address
West Valley City

Project

Description	Qty	Rate	Unit	Total
TOULOUSE STREET STORM DRAIN - WEST VALLEY CITY				
1. MOB	1	7,000.00	LS	7,000.00
2. PERMITS/ BONDS- COST + 15% MARK UP	1	0.00	LS	0.00
3. SWPPP	1	750.00	LS	750.00
4. TRAFFIC CONTROL	1	1,500.00	LS	1,500.00
5. 18" RCP- INSTALL ONLY- CITY SUPPLYING PIPE	230	190.00	LF	43,700.00
6. 5' *12' MANHOLE	1	9,000.00	EA	9,000.00
7. 4*4*4 KNOCK OUT BOX	1	8,000.00	EA	8,000.00
9. RIP RAP	1	2,000.00	LS	2,000.00
10. DEMO TREES	2	2,500.00	EA	5,000.00
**CITY WILL REPAIR THE ASPHALT, CONCRETE AND LANDSCAPING.				
**ENGINEERING, SURVEY, AND LAYOUT ARE NOT INCLUDED.				

Total $76,950.00

Phone # 801-768-0945 Fax # 801-768-0928 codyekkerconstruction@yahoo.com