



HARRISVILLE CITY

363 West Independence • Harrisville, Utah 84404 • (801) 782-4100

CITY COUNCIL MEETING
AMENDED AGENDA
363 West Independence Blvd
July 10, 2018

MAYOR:

Michelle Tait

COUNCIL MEMBERS:

Grover Wilhelmsen
Gary Robinson
Ruth Pearce
Clark Beecher
Steve Weiss

"In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Request for assistance can be made by contacting the City Recorder at 801-782-4100, providing at least three working days advance notice of the meeting."

7:00 P.M. CITY COUNCIL MEETING

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Grover Wilhelmsen

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & OPENING CEREMONY** [Council Member Robinson]
- 3. CONSENT ITEMS**
 - a. Approve the minutes of June 12, 2018 as presented.
- 4. BUSINESS ITEMS**
 - a. Discussion/possible action to approve Harrisville Resolution 2018-10; a Resolution adopting an Interlocal Agreement between Weber School District and Harrisville City for Law Enforcement Services. [Bill Morris]
 - b. Discussion/possible action to approve Harrisville Resolution 2018-11; a resolution between Harrisville City and UDOT to receive Federal-aid Highway Funds. [Sean Lambert]
 - c. Discussion/possible action for Community Outreach and Newsletter. [Bill Morris]
 - d. Heritage Days Update [Bryan Fife]
- 5. PUBLIC COMMENTS - (3 minute maximum)**
- 6. MAYOR/COUNCIL FOLLOW-UP:**
- 7. CLOSED EXECUTIVE SESSION:** Utah State Code §52-4-205(1)(a): The Council may consider a motion to enter into Closed Executive Session for the purpose of discussion of character, professional competence, or physical or mental health of individual(s).

8. ADJOURN

DATE POSTED: July 9, 2018

BY: Jennie Knight, City Recorder

I, Jennie Knight, certify that I am the City Recorder of Harrisville City, Utah, and that the foregoing City Council agenda was faxed to the Ogden Standard Examiner, Weber County Library, and neighboring cities. The agenda was also posted at the following locations: City hall, on the City's website www.cityofharrisville.com and the State Public Meeting Notice website at <http://pmn.utah.gov>.

**MINUTES OF HARRISVILLE CITY
CITY COUNCIL MEETING
June 12, 2018 – 7:00 p.m.
363 West Independence Blvd
Harrisville, UT 84404**

Present: Mayor Michelle Tait, Council Member Grover Wilhelmsen, Council Member Clark Beecher, Council Member Gary Robinson, Council Member Steve Weiss (participated electronically). Council Member Ruth Pearce was excused.

Staff: Bill Morris, City Administrator, Lynn Fortie, Treasurer, Jennie Knight, City Recorder, Rick Hill, Bailiff, Max Jackson, Police Chief, Sean Lambert, Public Works Director, Bryan Fife, Recreation Director.

Visitors: Arnold Tait, Nathan Averill, Elaine Andrushko.

7:00 P.M. CITY COUNCIL MEETING

1. Call to Order.

Mayor Tait called the meeting to order and welcomed all visitors.

2. Opening Ceremony.

Council Member Wilhelmsen led the pledge of allegiance and conducted the opening ceremony.

3. Consent Items.

- a. Approve the minutes of May 22, 2018 as presented.

MOTION: Council Member Beecher motioned to approve the minutes of May 22, 2018 as presented. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.

4. Business Items.

- a. **PUBLIC HEARING: Harrisville City Resolution 18-06; a resolution adopting the FY 2017-18 amended budget for the fiscal year ending June 30, 2018.**

MOTION: Council Member Wilhelmsen motioned to open the public hearing for Harrisville City Resolution 18-06; a resolution adopting the FY 2017-18 amended budget for the fiscal year ending June 30, 2018. Council Member Beecher seconded the motion. All Council Members voted aye. Motion passed.

No public comments were offered.

MOTION: Council Member Beecher motioned to close the public hearing. Council Member Wilhelmsen seconded the motion. All Council Members voted aye. Motion passed.

- b. PUBLIC HEARING: Harrisville City Resolution 18-07; a resolution adopting the FY 2018-19 final budget for the fiscal year ending June 30, 2019.**

MOTION: Council Member Wilhelmsen motioned to open the public hearing for Harrisville City Resolution 18-07; a resolution adopting the FY 2018-19 final budget for the fiscal year ending June 30, 2019. Council Member Weiss seconded the motion. All Council Members voted aye. Motion passed.

Elaine Andrushko asked for a copy of the budget and was provided a copy by staff. Mayor Tait noted this budget is balanced. No further public comments were offered.

MOTION: Council Member Beecher motioned to close the public hearing. Council Member Weiss seconded the motion. All Council Members voted aye. Motion passed.

- c. Discussion /possible action to adopt Harrisville City Resolution 18-09; a resolution adopting the 2018 Certified Tax Rate.**

Lynn Fortie reviewed the proposed certified tax rate. Bill Morris said there was an article in the Standard Examiner referring to the possibility of Ogden City raising property tax to capture some of the decrease in the certified tax rate. Lynn Fortie explained there is no inflationary mechanism to address this; we do not receive an increase in property tax, just new growth. As the county reassesses the value of homes, the tax rate must fluctuate. Our tax rate is decreasing because property values are increasing.

Council Member Robinson said the League of Cities and Towns would like to do away with this taxing system. He feels this is not fair to the citizens. Bill Morris pointed out special service districts incrementally increase their taxes to adapt to the inflationary costs. Mayor Tait explained this is what Ogden City is trying to capture. Council Member Robinson commented that is the point where residents have an opportunity to address this. Council Member Wilhelmsen stated the only way to capture this money is to increase property tax. Bill Morris said there is inflation built into sales tax. Council Member Robinson said property tax is not good for citizens because they never really own their home outright. Bill Morris explained the history of property tax through the royal fee. This is based on thousands of years of common law.

Lynn Fortie said local governments consider this a good thing. The decrease in certified tax rate is due to the increase in property values. This information is directly from the county.

MOTION: Council Member Beecher motioned to approve Harrisville City Resolution 18-09; a resolution adopting the 2018 Certified Tax Rate. Council Member Weiss seconded the motion. A Roll Call Vote was taken.

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| Council Member Weiss | Yes |
| Council Member Beecher | Yes |
| Council Member Robinson | Yes |
| Council Member Wilhelmsen | Yes |

Motion passed 4-0.

d. Discussion/possible action to adopt Harrisville City Resolution 18-06; a resolution adopting the FY 2017-18 amended budget for the fiscal year ending June 30, 2018.

Lynn Fortie explained he does not try to adjust each line item that is potentially going to go over budget, just the main lines that will for sure need adjustments. He looks for the one line item that is most out of line. He noted a correction to a specific line item. Because we have to keep a balanced budget, he finds the accounts that have the broadest scope. Bill Morris commented there are very few changes. He said the departments heads and Lynn Fortie do very well sticking to the budget. Council Member Robinson asked about the engineering services. Bill Morris explained the engineering is due to more development than what was originally planned for; particularly in the mixed use zone that requires both more engineering and planning. He also commented we modified our mapping, which increased our engineering as well. Council Member Robinson asked what the fund balance is. Lynn Fortie said this is a projected amount at this time. He pointed out the proposed balance from the next fiscal year budget shows the projected amount. He said this is a budgeted amount, not necessarily what is going to be spent. There are several line items that are lower than anticipated and he feels this is not going to cause an issue. If he anticipates a change, he addresses that. Revenues have a three month lag which makes it hard to project the end numbers. We are just now receiving sales tax amounts for March. We will not have final numbers for this fiscal year until September. Mayor Tait explained the numbers are looking good for this year. Lynn Fortie confirmed there was a small overall net income decrease from March to April and if this holds, we will still be in the positive. There are still a couple of months we are waiting for. There is currently a projected surplus of \$163,018, with two months remaining to close out the fiscal year.

MOTION: Council Member Wilhelmsen motioned to adopt Harrisville City Resolution 18-06; a resolution adopting the FY 2017-18 amended budget for the fiscal year ending June 30, 2018. Council Member Beecher seconded the motion. A Roll Call Vote was taken.

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| Council Member Weiss | Yes |
| Council Member Beecher | Yes |
| Council Member Robinson | No |
| Council Member Wilhelmsen | Yes |

Motion passed 3-1.

e. Discussion/possible action to adopt Harrisville City Resolution 18-07; a resolution adopting the FY 2018-19 final budget for the fiscal year ending June 30, 2019.

Lynn Fortie explained the changes since the last version. The Jeep for administration was not shown in motor pool, this was added to motor pool, but was already reflected in

the general fund. Also the fence budget has been added to the new budget. Lynn Fortie said he and Bryan Fife discussed having a contingency for the splash pad; \$3,000 in case something goes wrong with the splash pad. This has been adjusted to the splash pad account along with a budget note. The budget line now is \$10,000 with \$3,000 for the contingency. If nothing comes up during the year, this money will not be spent. Also the recycling fees have increased. Since that has come to our attention, this was added to reflect properly in the budget. We collect what we pay on this so the revenue and also the cost of service were adjusted. One additional change since then, Bryan Fife requested an increase to the wage on the new recreation employee. Lynn Fortie outlined the budget line items that include this increase.

Council Member Wilhelmsen asked if the rainy day fund would contain the surplus. He knows there was some back and forth including an error that was fixed to our favor. Lynn Fortie explained this is a slang term used typically by cities. This fund is to cover contingencies to use and still function. Council Member Wilhelmsen asked where we sit. Lynn Fortie said the 2017 fiscal budget projects a 24%. With the error in impact fees, he would have had to transfer money to capital projects. What we are talking about as of April, this might exceed the 25% allowable amount, which is allowed if you are going to use it in the next budget year. That is what he is predicting we will be doing this next year. Council Member Wilhelmsen said this is delicate funding and asked how much is realistic to have in reserves to draw on, if there is a need to use to run our departments. Bill Morris recommended having this as high as possible to the 25% allowable amount. Lynn Fortie said assuming the projected surplus holds, we will still have the 25%, plus the surplus, plus the keying error that was fixed. We would already be over, although the year end increases can change.

Council Member Wilhelmsen said we have lived at a lean time, with departments running lean and on vapors at times. This is creating a doom and gloom feeling. He understands Council is not here to spend money, the reserves are important, but if there are needs to be met, we need to cover the needs as a benefit to our citizens. Bill Morris pointed out a lot of cities would be envious of our position, with a nearly maxed out 25%, the surplus in capital projects, and the reserve funds with no bonding. Council Member Robinson asked if this can be given back to the residents. Bill Morris pointed out this decreased 11% this year by the certified tax rate.

Lynn Fortie said this is not for particular properties, but as a whole. The residents still pay the same amount, or rate. Bill Morris pointed out with the public safety issues, a shortage of police officers; we are not in an ideal position. Now these issues are affecting the fire department and recreation staff as well. The new retirement system is turning people off.

Mayor Tait pointed out the importance of taking care of the community. She feels it is important to maintain the city's needs and interest, so the community stays and people are sustained. We can maintain a good quality of life for people. Council Member Wilhelmsen thanked the department heads for their work.

Council Member Robinson expressed his frustration with how the budget session was run this year. He commented North Ogden started their budget process in February. Each department head presented their budget to Council and they took four months to review this. He said he does not feel he was involved in the budget process like before. He disagreed with giving employees an increase. Mayor Tait pointed out they are just

bringing them up to where they need to be. Council Member Wilhelmsen said that is why he asked where our overall budget sits. This is benefiting our city because we are more effectively running our cities needs. He asked how much it costs the city in extra payroll to discuss these budget needs. He feels that is not fair to the department heads to be here after hours. Streamlining this process has helped by having the information presented this way.

Council Member Beecher reminded Council two weeks ago we had a citizen who voiced concern about the activity at the park. We do not have the man power and officers to address the needs of the people. They are spending time at WalMart which takes officers off the street patrolling. He applauded the employees for their efforts. Council Member Robinson said that is the problem with having a big box store. Council Member Weiss said he is happy with the balanced budget and agreed he would like to take care of the city employees.

MOTION: Council Member Weiss motioned to adopt Harrisville City Resolution 18-07; a resolution adopting the FY 2018-19 with amendments final budget for the fiscal year ending June 30, 2019. Council Member Wilhelmsen seconded the motion. A Roll Call Vote was taken.

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|----------------------------------|------------|
| Council Member Weiss | Yes |
| Council Member Beecher | Yes |
| Council Member Robinson | No |
| Council Member Wilhelmsen | Yes |

Motion passed 3-1.

f. Discussion/possible action to approve Harrisville Resolution 18-08; a resolution authorizing agents for PTIF.

Bill Morris explained the PTIF fund is a state fund where we keep money being held to get the best interest rate to get the best return on our money. The attached resolution indicates who is allowed to touch these funds to transfer on behalf of the city. Council Member Robinson asked who it has been in the past. Bill Morris said these same individuals but now is being approved by the governing body.

MOTION: Council Member Beecher motioned to approve Harrisville Resolution 18-08; a resolution authorizing agents for PTIF. Council Member Weiss seconded the motion. A Roll Call Vote was taken.

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| Council Member Weiss | Yes |
| Council Member Beecher | Yes |
| Council Member Robinson | Yes |
| Council Member Wilhelmsen | Yes |

Motion passed 4-0.

5. Public Comments - (3 minute maximum)

Nathan Averill, 1292 Georgia Ave, said he was reading through the public comments from two weeks ago. He does not feel a four way stop on Independence will do anything. Most people do not speed, he drives this all the time.

6. Mayor/Council Follow-Up:

Mayor Tait informed Council there is a crime prevention seminar this Thursday, from 5-7pm at the Cabin. Detective Gammell will be presenting this and would like an RSVP. Max Jackson said Allison Hatch is inviting Council to attend a neighborhood watch meeting at Majestic Elementary on June 25th at 6:15pm. WalMart will be helping them out by giving them some supplies. Council Member Robinson asked for the meeting to be advertised on the marquee. Mayor Tait said this is not a city sponsored event, we are just invited. Bill Morris confirmed the city does not want liability on this. Mayor Tait said this is a closed group on Facebook. They do not want uninvited guests on this page. Max Jackson will find out if this is okay with the group before the city advertises.

Council Member Robinson asked for the newsletter to be available at Lee’s grocery store. Bill Morris will check with Laurence on the possibility of sending this to Lee’s. Council Member Robinson asked about putting the newsletter in Kent’s in Plain City as well.

Council Member Wilhelmsen suggested having Council reports from the meetings they attend added to the agenda.

7. Adjourned.

Mayor Tait declared the meeting adjourned at 8:01pm.

MICHELLE TAIT
Mayor

ATTEST:

JENNIE KNIGHT
City Recorder
Approved this 10th day of July, 2018.

**HARRISVILLE CITY
RESOLUTION 2018-10**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN WEBER SCHOOL
DISTRICT AND HARRISVILLE CITY FOR LAW ENFORCEMENT SERVICES.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, Harrisville City (hereafter “City”) and the Weber School District (hereafter “WSD”) have mutually agreed to law enforcement services;

WHEREAS, WSD proposes a new Interlocal Cooperation Agreement (hereafter “Agreement”) for said services attached hereto as Exhibit “A” and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harrisville City that the Interlocal Agreement with Weber School District attached hereto as Exhibit “A” and incorporated herein by this reference is approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Harrisville City Council this 10th day of July, 2018.

| | Roll Call Vote Tally | Yes | No |
|---|---------------------------|-----|-----|
| _____ MICHELLE TAIT, Mayor Harrisville City | Council Member Wilhelmsen | ___ | ___ |
| | Council Member Robinson | ___ | ___ |
| | Council Member Pearce | ___ | ___ |
| ATTEST: | Council Member Beecher | ___ | ___ |
| | Council Member Weiss | ___ | ___ |

JENNIE KNIGHT, City Recorder

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE WEBER SCHOOL DISTRICT
AND HARRISVILLE CITY
FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this ____ day of _____ 2018, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended "Interlocal Act" by and between Harrisville City, a Utah municipal corporation, hereinafter referred to as "Harrisville," and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District."

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty, and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that Harrisville will provide excellent, cost effective, law enforcement within several of the District's schools; and

WHEREAS, Harrisville is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, District has determined it is mutually advantageous to enter into this Agreement for Harrisville to provide law enforcement services to the District through the use of School Resource Officers ("SROs") working on and around the various school campuses to help provide and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the Local Education Authority; and

WHEREAS, It is agreed the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree the amount set forth herein is reasonable, fair, and adequate compensation for providing the described law enforcement related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE AGREEMENT

- 1.01** Harrisville agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. Harrisville Police Chief shall be the administrator of this Agreement for Harrisville. The District designates the officers provided by Harrisville Police Department under this agreement as its "Law Enforcement Unit."
- 1.02** Both parties agree to jointly discuss SRO assignments.
- 1.03** Municipality agrees to accept feedback from the District about an SRO's performance.
- 1.04** This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO SCOPE OF SERVICES

- 2.01** Harrisville will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in Harrisville as determined from time to time by the parties to this Agreement.
- 2.02** Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.
- 2.03** To serve as an SRO, an officer must first meet all of the following basic qualifications:
 - a) Be a POST Certified officer and have at least one year of law enforcement experience.
 - b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools.
 - c) Be capable of conducting in-depth criminal investigations.
 - d) Possess even temperament and set a good example for students.
 - e) Possess communication skills that would enable the officer to function effectively within the school environment.
 - f) Attend and complete SRO training, including training required under Utah law.
- 2.04** The SROs will perform the following duties on the school campuses during the school year and at designated school events:
 - a) Protect lives and property of the citizens and public school students of the County.
 - b) Investigate and support administrative investigations of violations of all state laws, city and county ordinances and, as agreed upon, Board of Education Policies and Administrative Regulations.

- c) Confer with administrator to resolve student offenses that include minor violations of the law and status offenses on school property.
- d) Refer to the administrator student offenses that are infractions of Board of Education Policies and Administrative Regulations.
- e) Patrol school halls and grounds during school hours, including lunches and assemblies.
- f) Maintain an open line of communication with school administrators.
- g) Investigate all reports of criminal activity on school property, except when other officers are responsible for the area or event.
- h) Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- i) Provide traffic control during the arrival and departure of students when necessary.
- j) At times, teach classes, as agreed upon, pertaining to law enforcement, school safety, and other approved subjects.
- k) Assist school staff in formulating and enforcing the "Safe School Policy."
- l) Arrange for guest speakers from the law enforcement community for special events related to substance abuse and other law enforcement related subjects.
- m) Maintain a highly visible peace officer presence in the schools.
- n) Be available to students to answer questions pertaining to laws, ordinances, or other law enforcement issues.
- o) Counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student.
- p) Be a friendly positive role model for students.
- q) Report all gang and other criminal activity to the appropriate follow-up Unit.
- r) Coordinate security at special school events or functions at the request of the principal or the principal's designee.
- s) Attend extracurricular activities at the SRO's school and provide law enforcement support as agreed upon. Any additional officers from a law enforcement agency must be requested by the principal and will be compensated by principal out of school funds.
- t) At the request of the principal or the principal's designee and with appropriate compensation paid by the principal from school funds, attend extracurricular activities located away from the school and provide law enforcement support as agreed upon.
- u) Work directly under the supervision of the school administrator(s) for school-related matters and maintain full responsibility to the law enforcement chain of command in Harrisville Police Department.
- v) Wear the uniform or uniform options in the assigned school as approved by Harrisville Police Department.
- w) Keep separate Law Enforcement Unit records of incidents and investigations that are maintained for law enforcement purposes, and submit all incidents and arrest reports to the SRO's agency according to their departmental policy.
- x) Maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voice-mail, and cellular phones.

Voice-mail should be checked each working day for any broadcast messages.

- y) Participate in parent, teacher, and student meetings when appropriate and in campus activities, student organizations, and athletic events when feasible.
- z) Notify immediate supervisor, the school safety coordinator (when applicable), and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
- aa) Provide backup SROs to cover absences of an assigned SRO whenever possible.
- bb) If an SRO, or backup officer, is not present at his/her assigned school during duty hours, Harrisville Police Department will arrange for another officer to be on call to respond to emergencies, answer questions, and deal with emerging problems.
- cc) At Harrisville Police Department's discretion, the SRO may leave school when needed to respond to an agency emergency.
- dd) Be present at the school Monday through Friday.
- ee) Make referrals of criminal offenses to juvenile court in accordance with State law.

2.05 The SROs should **not** perform the following:

- a) Act as substitute teachers.
- b) Handle school disciplinary duties for which the principal and school administration are responsible.
- c) Handle incidents occurring on school property when other officers are assigned to the particular event, i.e. parking lots, special events.
- d) Act as counselors on student issues not relating to law enforcement.

2.06 Harrisville will designate an officer or appropriate supervisor as the liaison to the District for the purpose of coordinating activities with Harrisville Police Department attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement. The placement of SROs will be determined by mutual agreement between Harrisville Police Department and the District. Primary consideration will be given to student rapport and assignment longevity.

SECTION THREE STUDENT RIGHTS

3.01 Harrisville and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:

As a general rule, if there are possible criminal implications to the students' conduct, the administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law. If the SRO determines the conduct to be a status offense or a class C misdemeanor, the SRO will refer the case to the administrator for disciplinary action.

1. Searches:
 - a) If an administrator is conducting a search, the administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
 - b) If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search.
 - c) Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where criminal law is at issue.

2. Questioning:
 - a) When conducting an investigation at school regarding violation of school rules, administrators will take the lead on questioning students.
 - b) SROs may be present during administrator interviews of students, but should not participate where the interview is focused on the school infraction.
 - c) Administrators may question students regarding violations of school rules without notifying parents and without reading a student his/her *Miranda* warnings.
 - d) When students under the age of 14 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
 - e) To the extent allowed by law, administrators and Harrisville Police Department will share information related to offenses occurring on campus obtained during respective interviews by administrators and SROs in order for the non-interviewing party to perform its duties with respect to the student.

3. Information privacy:
 - a) Information obtained by administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under the Family Education Rights to Privacy Act.
 - b) Information obtained by the SRO during the course of a criminal investigation will be maintained by Harrisville Police Department in accordance with its policies and procedures.
 - c) Information may be shared with each party to this Agreement in accordance with state and federal law and Harrisville Police Department's policies and procedures.
 - d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits Harrisville in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 78A-6-112(3)(b) and 78A-6-117(1)(b). Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

**SECTION FOUR
SCHOOL RESOURCE OFFICER TIME ALLOCATION**

- 4.01** SROs will allocate their time based upon the following guidelines:
1. 50% of an SRO's time should be devoted to:
 - a) Law enforcement
 - b) Foot patrol and surveillance around the school
 - c) Investigations
 - d) Safe school support-fights/parking lot
 2. 30 – 35% of an SRO's time should be devoted to:
 - a) Building relationships
 - b) Opening communications between Schools and Agencies
 - c) Personal interaction with administration/Students/Staff/Parents
 - d) Creating an open door atmosphere
 - e) Intervention and problem solving
 - f) Providing a friendly positive role
 - g) Interagency referrals
 3. 5 – 20% of an SRO's time should be devoted to:
 - a) Teaching law-related education classes
 - b) Participation with students (activities and events)
 - c) Proactive instruction and presentations
 - d) Answering questions pertaining to laws, ordinances, or other law enforcement issues.

**SECTION FIVE
EQUIPMENT AND OTHER FACILITIES**

- 5.01** Harrisville will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms, and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District.

**SECTION SIX
AUTHORITY AND EMPLOYMENT STATUS**

- 6.01** The SROs assigned by Harrisville Police Department under this agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as members of the faculty of the schools to which the officers are assigned. However, for purposes of liability, officers shall not be deemed to be District officers or employees.
- 6.02** All SROs assigned to perform duties under the terms of this Agreement shall be

Harrisville employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.

SECTION SEVEN GOVERNMENTAL IMMUNITY

- 7.01** Harrisville and the District are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. (“Act”). Subject to the provisions of the Act, Harrisville and the District agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents, and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses, and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents, and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to Harrisville or the District under the Act.

SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS

- 8.01** The District shall not assume any liability for the payment of any salaries, wages, employment benefits, or other compensation to any Harrisville personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The District shall not be liable for compensation or indemnity to any Harrisville employee for injury or sickness arising out of his employment, unless otherwise provided herein, and Harrisville hereby agrees to hold the District harmless against any such claim.

SECTION NINE PERIOD OF AGREEMENT

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2018 (Date) and shall run for a sixty month period until 12 midnight on (Date).
- 9.02** Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

**SECTION TEN
COST OR PAYMENT**

- 10.01** The District agrees to pay Harrisville the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement.
- 10.02** The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by Harrisville and agreed to by the District.
- 10.03** The compensation paid by the District to Harrisville pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and Harrisville shall not have the authority or right to use such funds for other purposes. Further, Harrisville agrees not to offset Harrisville Police Department present or future budget because of the compensation paid pursuant to this Agreement.

**SECTION ELEVEN
PAYMENT PROCEDURE**

- 11.01** The District shall remit one quarter of the contract amount to Harrisville within 20 days after receiving a bill, in a form approved by the District, at the close of each calendar quarter. If such payment is not remitted to Harrisville when due, Harrisville is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

**SECTION TWELVE
INTERLOCAL AGREEMENT**

- 12.01** In satisfaction of the requirements of the Interlocal Act, Harrisville and the District agree as follows:
- a) This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Interlocal Act
 - b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5(3) of the Interlocal Act
 - c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act
 - d) No separate legal entity is created by the terms of this Agreement

**SECTION THIRTEEN
PROBLEM RESOLUTION**

13.01 The parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

**SECTION FOURTEEN
AMENDMENT**

14.01 This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

Harrisville

By _____
Mayor

ATTEST:

Harrisville Recorder

Approved as to Form and as Compatible with State Law:

Harrisville Attorney

The Board of Education of the Weber School District

By _____

Name: _____

Its: _____

ATTEST:

Approved as to Form and as Compatible with State Law:

Weber School District Attorney

ATTACHMENT A

**HARRISVILLE POLICE DEPARTMENT
COST BREAKDOWN**

| HARRISVILLE POLICE | HOURS | 2016-17 | 2017-18 | 2018-19 |
|-------------------------------|--------------|--------------------|--------------------|--------------------|
| Orion Jr. High School | 20 | \$17,812.50 | \$23,437.50 | \$23,437.50 |
| TOTAL PAID BY DISTRICT | | | | |
| | | \$17,812.50 | \$23,437.50 | \$23,437.50 |

**HARRISVILLE CITY
RESOLUTION 2018-11**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, ENTERING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH
DEPARTMENT OF TRANSPORTATION AND HARRISVILLE CITY FOR
FINANCING FROM FEDERAL-AID HIGHWAY FUNDS.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, Harrisville City (hereafter “City”) and the Utah Department of Transportation (hereafter “UDOT”) have mutually agreed to transportation funding from federal-aid highway funds;

WHEREAS, UDOT proposes a new Interlocal Cooperation Agreement (hereafter “Agreement”) for said services attached hereto as Exhibit “A” and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harrisville City that the Interlocal Agreement with UDOT attached hereto as Exhibit “A” and incorporated herein by this reference is approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the Harrisville City Council this 10th day of July, 2018.

MICHELLE TAIT, Mayor
Harrisville City

ATTEST:

JENNIE KNIGHT, City Recorder

| Roll Call Vote Tally | Yes | No |
|---------------------------|-----|-----|
| Council Member Wilhelmsen | ___ | ___ |
| Council Member Robinson | ___ | ___ |
| Council Member Pearce | ___ | ___ |
| Council Member Beecher | ___ | ___ |
| Council Member Weiss | ___ | ___ |

**State of Utah
Department of Transportation**

| | | |
|---|--|--|
| Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction | City of Harrisville - Sean Lambert | Maximum Project Value Authorized \$3,793,664 |
| PIN Number 11993 FINET Number 54053 FMIS Number F009516 DUNS Number | Project Number F-LC57(26) PIN Description Larsen Lane; N. Harrisville Rd to Washington Blvd | Agreement Number (Assigned By Comptrollers) Date Executed |

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and **City of Harrisville "Local Agency"**, a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of **Larsen Lane; N. Harrisville Rd to Washington Blvd**, located at **City of Harrisville** and identified as project number **F-LC57(26)**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2018 - 2021

| Fund* | Prior | 2018 | 2019 | 2020 | 2021 | Total | Fed Aid | State | Other | Pct |
|--------------|---------|-----------|------|-------------|------|-------------|-------------|----------|-----------|---------|
| LOCAL_INKIND | \$0 | \$2,045 | \$0 | \$188,802 | \$0 | \$255,899 | \$0 | \$0 | \$255,899 | 100.00% |
| L_CORR-WEBER | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | .00% |
| STP_URB_O/L | \$0 | \$4,000 | \$0 | \$2,600,000 | \$0 | \$3,524,000 | \$3,524,000 | \$0 | \$0 | .00% |
| ST_CONCPT_D1 | \$3,039 | \$0 | \$0 | \$0 | \$0 | \$3,039 | \$0 | \$3,039 | \$0 | .00% |
| ST_CONT_PG | \$0 | \$10,726 | \$0 | \$0 | \$0 | \$10,726 | \$0 | \$10,726 | \$0 | .00% |
| Total: | \$3,039 | \$439,772 | \$0 | \$2,788,802 | \$0 | \$3,793,664 | \$3,524,000 | \$13,765 | \$255,899 | 6.75% |

See Attachment for additional information related to LOCAL_INKIND

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 4. Prepare and process the federal aid agreement before project initiation.
 5. Help administer consultant qualifications-based selection, negotiation of contracts, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 6. Assist the local agency to process and approve Consultant Pay Requests.
 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 8. Coordinate to ensure ongoing communication with the local project sponsor.
 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
 2. Coordinate with the UDOT Project Manager concerning the funding.
 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests. Project scope, schedule, budget, and quality.
 - c. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - d. Coordination with the assigned UDOT Project Manager.
 - e. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - f. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - g. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - h. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$3,793,664 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Sean Lambert at SLAMBERT@CITYOFHARRISVILLE.COM](mailto:Sean.Lambert@CITYOFHARRISVILLE.COM), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 150 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. Local Agency agrees to hold harmless and indemnify the State of Utah, UDOT, its employees and agents (Indemnitees) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Local Agency's negligent acts, errors, or omissions in the performance of this Project. This clause is intended to include but not be limited to: Indemnitees any failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors, or omissions in the performance of this Project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Project does not relieve the Local Agency of its Project duties, including its duty to indemnify, or its duty to ensure compliance with applicable standards.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property

considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. **UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. **Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. **Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the non-compliance of the Agreement. If the non-compliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. **Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on October 24, 2017.

LOCAL AGENCY

By _____

Date _____

City of Harrisville Official

Utah Department of Transportation

By _____

Region Director

Date _____

UDOT Comptroller

By _____

Comptroller's Office

Date _____

Not For Signature - Signed in DocuSign

**UTAH DEPARTMENT OF TRANSPORTATION
FLEXIBLE MATCH PROPOSAL FOR FEDERAL-AID PROJECT
APPROVAL AND AUTHORIZATION**

To: **UDOT Systems Planning & Programming - Local Government Programs Engineer**
4501 South 2700 West, Salt Lake City, UT 84114-3600

| | | | |
|--|---------------------|--|--|
| Local Government Agency Harrisville City | | Project Name Larsen Lane; N. Harrisville Rd. to Washington Blvd. | |
| Project Number F-LC57(26) | PIN 11993 | UDOT Project Manager Thomas Roylance | |
| Prepared By Matthew Robertson | | Telephone Number / e-mail 801-476-9767 / mattr@jonescivil.com | |

Check type of flexible match below

In-kind Contributions

- Materials
- Equipment
- Other (Specify)

Services

- Private
- Local Government

* For PE and Construction

Real Property

- Private Owner
- Local Government

Detailed Description of Proposed Flexible Match

Harrisville City has been approved by the Weber Area Council of Governments to use up to \$597,000 of funding from the Weber County Corridor Preservation Fund to acquire the necessary property for this project. This funding will cover the costs for the survey, right-of-way documents, acquisition work, and the cost of the property. The property acquisition will follow all provisions and requirements that apply to any other Federal-aid highway project. It is proposed that the funds spent on the property acquisition be applied towards the non-Federal match required from the City for the Federal-aid project.

Estimated Valuation of Flexible Match**

\$597,000 \rightarrow \$250,000 Local In-kind (Matching Dollars)** Please submit detailed cost valuation data
 \rightarrow \$347,000 L-CORR-WEBER (Balance of Corridor Preservation Funds)

Local Government has reviewed the UDOT Flexible Match Guidelines for Federal-aid Projects to determine eligibility of the proposed contributions.

Matthew Robertson
Local Government signature

6-25-18
Date

The services, materials and/or property have been approved as eligible for flexible match. Credit toward match is subject to final review of actual project costs and funding.

Remarks: Reviewed by Chris Potter, Kelly Gerner, Kim Robbins + Trevor Hart (FHWA) and agreed that flexible match is the best way to apply these Corridor preservation funds

Chris Potter
UDOT Local Government Programs Engineer
(Acting on behalf of FHWA)

6/26/2018
Date

Not For Signature - Signed in DocuSign



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 6/28/2018
PM REQUEST DATE 6/28/2018

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC57(26)

PM No.: 11993

PIN Description: Larsen Lane; N. Harrisville Rd to
Washington Blvd

FINET Prog Code No.: 54053

| UDOT Project Manager | UDOT Contract Administrator |
|---|--|
| Thomas H. Roylance 166 West Southwell Street Ogden, UT 84404 (801)648-8966 troylance@utah.gov | Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelr.butler@utah.gov |

| Local Government |
|---|
| City of Harrisville 363 W INDEPENDENCE BLVD Harrisville, UT 84404 Sean Lambert, (801) 782-4100 SLAMBERT@CITYOFHARRISVILLE.COM |

| | |
|------------------------|-------------|
| Project Value | \$3,793,664 |
| Federal Match | \$3,524,000 |
| Local Government Match | \$255,899 |
| State Match | \$13,765 |

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Not For Signature - Signed in DocuSign