A. LOUIS ZUNGUZE

SAUT' LAKE: CHTY CORPORATION

DEPT. OF COMMUNITY DEVELOPMENT OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON

MAYOR

BRENT B. WILDE

COUNCIL TRANSMITTAL

TO:

Rocky J. Fluhart, Chief Administrative Officer

DATE: February 10, 2006

FROM:

Louis Zunguze, Community Development Director,

SUBJECT:

Georgia State University Grant, John F. Kennedy Center for Performing

Arts Grant, and Utah Humanities Council Grant

STAFF CONTACTS:

Sherrie Collins at 535-6150 or sherrie.collins@slcgov.com

ACTION REQUIRED:

Adoption of Resolutions by City Council

DOCUMENT TYPE:

Resolutions

BUDGET IMPACT:

\$44,925 of Grant Revenue comprised of:

o \$34,925 for the Police Department

\$ 7,500 for YouthCity Global Artways

o \$ 2,500 for Public Services Department

DISCUSSION:

Salt Lake City has received three new grants totaling \$44,925. Following is the detailed information pertaining to the three grants.

Georgia State University, Department of Criminal Justice, awarded the Police Department \$34,925.00 of grant funding. These funds will be used to pay the City's IMS Department to develop a computer software system which will interface with the Records Management System Software (RMS) in continuing the City's capability of transferring and retrieving crime data to and from the Crime Data Management System (a universal database in which crime data can be shared valleywide by various law enforcement agencies). Funds will also be used for Police Department consultation and training with the RMS vendor, Versaterm. No matching funds are required.

The John F. Kennedy Center for the Performing Arts awarded YouthCity Global Artways \$7,500.00 of grant funding. These funds will be used to conduct the Imagination Celebration art workshop, which is an exhibit and public art-making activity designed to bring youth and their caregivers together in an enriching experience. This workshop will be part of the 2006 Kennedy Center Imagination Celebration (KCIC) in Salt Lake City. The KCIC is an arts education festival that engages young people, teachers, and families in exploring and celebrating the creative process. This

grant requires a dollar for dollar cash match, which will be met from within Global Artways' general fund budget for personnel expenses.

The Utah Humanities Council awarded the Public Services Department \$2,500.00 of grant funding. These funds will be used by the Parks Division to conduct historical research and field work to produce documentation for the Historic American Landscape Survey (HALS) of the Salt Lake City Cemetery. The information documented in this study will be used to educate youth groups, school classes, and the general public about the historical importance of cemeteries. The grant requires an \$11,635.00 match, which will be met as follows:

- \$5,045.00 of in-kind services of personnel time, supplies, printing, etc., within the Public Services Division,
- \$5,000 cash, which is being requested from CIP Contingency as part of Budget Opening 4, and
- \$2,500.00 from a private donation.

PUBLIC PROCESS: These awards/grants require no other public process than Council adoption by Resolution and Public Hearing pertaining to the budget opening.

RELEVANT ORDINANCES: None

TABLE OF CONTENTS

Attachment A: Georgia State University Grant Award Documents

Attachment B: John F. Kennedy for Performing Arts Grant Award Documents

Attachment C: The Utah Humanities Council Grant Award Documents

Attachment A Georgia State University Grant

RESOLUTION NO.	OF	2006
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AUTHORIZING SALT LAKE CITY CORPORATION
TO ACCEPT THE GEORGIA STATE UNIVERSITY DEPARTMENT OF CRIMINAL
JUSTICE GRANT

WHEREAS, the Georgia State University, Department of Criminal Justice has awarded a grant to Salt Lake City Corporation, the sum of \$34,925.00 to provide the Salt Lake City Police Department financial aid to upgrade the Departments interoperable data communication equipment; and

WHEREAS, the attached grant Award has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

- 1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$34,925 grant from the Georgia State University Department of Criminal Justice for the purpose of providing financial aid to the Salt Lake City Police Department to develop a computer software system which will interface in the Records Management System software to facilitate the transfer of crime data to the Improving Crime Data Project for further analysis.
- 2. C. Scott Atkinson, Assistant Police Chief of Salt Lake City, Utah, is hereby authorized to receive said grant award and execute any and all subsequent agreements between the City and other entities resulting from said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the grant award approved herein.

depart substantively from the	grant award a	pproved	l herei	n.	
Passed by the City counc day of	l of Salt Lak , 2006.	e City,	Utah,	this	day
	Salt Lake Cit	y Counc	il.		
	By				
ATTEST:	Approved as to Salt Lake City Spen			Office	.

Salt Lake City Corporation CAMP DOCUMENT ROUTING FORM

CITY SIGNATURE AND ACTIVATION PROCESS

January 26, 2006

	·	
Contract Number:	06-5-06-	-1798 Project:
Contractor:	16101	CRIMINAL JUSTICE INSTITUTE
Contract Title:	IMPROVI	NG CRIME DATA GRANT-SYSTEM UPGRADE
Monitor:	SHERRIE	COLLINS
Please complete	vour Sten	and forward to the next Step.
STEP		ACCOUNTING DIVISION - Encumber Funds
S. S		TOCOUNTINO DI CIDITA DIRECTIONI I MAIS
		I certify that funds are available.
		OR Accounting Signature Date
NO		I certify that no encumbrance is required at this time and any future encumbrance will be checked
no successor		against available budget by the accounting system
1 MICO		<u> </u>
J 9		Accounting Signature Date
		Source:
		Dept Cost Center Object Code \$
		Attach additional paperwork if more funding sources are needed. Limit \$
STEP 2	2	CITY ATTORNEY'S OFFICE - Final Approval
Albara Ka		Attorney: Musey Spindlove Insurance Required: N
		Perf Bond Required: N
V. t. sku		Pmt Bond Required: N
於人達。		This document has been approved as to form. \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		Attorney's Signature Date
Date Ye	nige	Janes Maria Sagnarare Bare
	THE PER WORK WITH	
STEP 3		MAYOR'S OFFICE - Sign Document
Larva Al	la al	INSTRUCTIONS:
		Sign ALL documents.
NOTICE Vinited by the second		Authorized Signer: RUSS C. MUNISTAN WILLIAM
Ser Nati B		SNamed al Kinsel Dept/Div ph
or the grown of the second		January Wall
idato Site	X to ga	Forward ALL Signed documents to the Recorder's Office
STEP 4		RECORDER'S OFFICE - Activate
		The state of the s
		INSTRUCTIONS:

When activated, keep 1 signed document, send other signed document(s) to:

Lina Swang

me Department or Divisio

Statistical Analysis Bureau

Department of Criminal Justice College of Health and Human Sciences Georgia State University P. O. Box 4018 Atlanta, Georgia 30302-4018

Phone: 404-651-3515 Fax: 404-651-3658

Web: www.cjgsu.net/initiatives/sab.htm



ICD Project www.cjgsu.net/initiatives/ICD.htm

December 16, 2005

Mr. C. Scott Atkinson Assistant Police Chief Salt Lake City Corporation Salt Lake Police Department 315 East 200 South Salt Lake City, UT 84111

Dear Asst. Chief Atkinson:

We have received your application for a technical assistance grant from the ICD Project at Georgia State University. We are pleased to inform you that your application has been approved.

Enclosed please find an original copy of the consulting agreement form between the ICD Project at Georgia State University and the Salt Lake City Police Department.

Please review the payment schedule noted in Exhibit A of the agreement. Payments to the Salt Lake City Police Department will be made as outlined in the agreement.

Please sign the enclosed consulting agreement, and the Georgia State University Substitute W-9 form, and return it to us at the address referenced above. To facilitate processing, please also fax a copy of the signed agreement and W-9 form to (404) 651-3658.

Thank you for your application. We are glad to be in a position to help, and we look forward to the completion of this initiative.

Sincerely,

Robert R. Friedmann, Ph.D.

Director, ICD Principal Investigator

RRF/nyw

cc:

Dr. Richard Rosenfeld, Co-PI, University of Missouri - St. Louis

STATE OF GEORGIA	
COUNTY OF FULTON	Ì

Consultant Requisition#		. <u>.</u>
Workflow Complete		
	Yes	No

CONSULTING AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "the University"), and the Salt Lake City Police Department whose principal place of business is located at 315 East 200 South, Salt Lake City, UT 84111 (hereinafter referred to as "Consultant").

WHEREAS, the Consultant desires to provide consulting services to the University as described herein;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows;

- 1. <u>Services.</u> Consultant agrees to perform for the University the services set forth in the Statement of Work section of Exhibit A which is attached hereto and hereby incorporated by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended as hereinafter provided.
- 2. Payment. The University shall pay Consultant for Services in accordance with the Payment Schedule contained in Exhibit A within thirty (30) days after receipt of Consultant's invoice provided that the Services invoiced for have been accepted by the University as hereinafter provided.

3. Independent Contractor.

- Consultant is an independent contractor and shall not be deemed to be an employee of the a. University. The University is hereby contracting with Consultant for the Services, and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. Consultant is not required to perform the Services during a fixed hourly or daily time, and if the Services are performed on the University's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant, subject to the University's normal business hours and security requirements. Consultant hereby confirms to the University that the University will not be required to furnish or provide any training to Consultant or to any employees of Consultant in order to enable Consultant to perform the Services. The Services shall be performed by Consultant and the University shall not be required to hire, supervise, or pay any assistants to help the Consultant perform the services. The order and sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that Consultant's work must be performed on or with the University's resources, all equipment used in providing the Services shall be provided by the Consultant. The University will not withhold any amount that would normally be withheld from an employee's pay and neither Consultant nor any employee of Consultant shall participate in any benefits of any sort which the University offers to its employees.
- b. Inasmuch as the University and Consultant are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto prior to any such act or representation. Consultant agrees not to represent himself or herself as the University's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume sole and full liability for any contracts or agreements Consultant enters into on behalf of the University without the express, prior written consent of the University.

- 4. Intellectual Property Rights. Consultant agrees that all patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines, processes, computer software (together with any related documentation source code or code, object codes, upgrades, revisions, modifications, and any related materials) developed as a result of or in the course of, Services rendered to the University by Consultant, or any employee or employees of Consultant, during the term of this Agreement shall be the property of the University. Consultant herewith assigns all rights in such intellectual property to the University and shall (and will ensure that Consultant's employees and subcontractors shall) supply all assistance reasonably requested in securing for the University's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such intellectual property, and will provide full information regarding any such item and execute all appropriate documentation prepared by the University in applying or otherwise registering, in the University's name, or in the name of any cooperative organization of the University, all rights to any such item. The University does not grant any licenses to Consultant to use any intellectual property developed under this Agreement.
- 5. Term. The term of this Agreement shall be as set forth in Exhibit A attached hereto.
- 6. Warranty. Consultant warrants that in performing the Services:
 - a. Consultant will strictly comply with the descriptions and representations as to the Services (including performance, capabilities, accuracy, completeness, scheduling characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Consultant and any employees of Consultant will perform the Services on time;
 - b. Consultant's products, if any, will conform to generally applicable standards in the industry;
 - the Services will not be in violation of any applicable law, rule or regulation, and Consultant will
 obtain all permits required to comply with such laws and regulations;
 - d. the Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
 - e. Consultant is the lawful owner or licensee of all proprietary material or intellectual property used in the performance of the Services contemplated herein, such programs have been lawfully developed or acquired by the Consultant, and the Consultant has the right to permit the University access to or use of such intellectual property or proprietary material;
 - f. with respect to any Consultant personnel designated as "Key Personnel" in Exhibit A, the assignment of Consultant personnel to perform the Services will be continuous throughout the term of the Agreement, except in the case of the termination of employment of any such Key Personnel by Consultant;
 - g. Consultant shall assign to the University the manufacturers' warranties for material furnished to the University by the Consultant;
 - h. Consultant will screen all employees supplied to the University by Consultant in the performance of Consultant's services to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for the University.
- 7. Proprietary Information. Consultant acknowledges that in order to perform the Services called for in this Agreement, it may be necessary for the University to disclose to Consultant certain Proprietary Information in the possession of the University. Consultant further acknowledges that the Services, including any

deliverables, may of necessity incorporate such Proprietary Information. In that event, Consultant agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information, identified as such orally or in writing, to any employees or to any third parties, excepting those who have a need to know such Proprietary Information, in order to allow Consultant to perform the Services, and who have executed a non-disclosure agreement consistent with the provisions herein.

8. Indemnification.

- a. Consultant does hereby indemnify and shall hold harmless the University and the Board of Regents of the University System of Georgia and their members, agents, servants and employees (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, demands, causes of action, actions, judgments, or other liability, including attorneys' fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from, or in connection with, this Agreement, including, but not limited to: (1) the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights; (2) all injuries or death to persons or damage to property, including theft; (3) Consultant's failure to perform all obligations owed to Consultant employees, including any claim Consultant's employees might have or make for privilege, compensation, or benefits under any employee benefit plan; and (4) any and all sums that are due and owing by Consultant to the Internal Revenue Service for withholding, FICA, and unemployment or other state and federal taxes.
- b. Consultant's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.
- 9. Acceptance of Services. Consultant shall provide written notification of completion of any deliverables, or other performance of services, to the University. The University shall have thirty (30) days from the date of receipt of the notice of completion to provide Consultant with written notification of acceptance or rejection due to unsatisfactory performance. Consultant shall, as quickly as is practicable, correct at its expense all deficiencies caused by Consultant, its employees, agents, contractors or subcontractors.
- 10. Key Personnel. In the event that any "Key Personnel" are listed in Exhibit A, the parties agree that such personnel are essential to the Services offered pursuant to this Agreement and are not employees of the University or relatives of such employees. The parties further agree that should any such Key Personnel no longer be employed by Consultant during the term of this Agreement, for whatever reason, the University shall have the right to terminate this Agreement on thirty (30) days written notice to Consultant.

11. Termination.

- a. Each party has the right to terminate this Agreement immediately if the other party breaches, is in default of any obligation hereunder, or otherwise performs the Services in an unsatisfactory manner.
- b. The University may terminate this Agreement immediately by written notice to Consultant and may regard Consultant in default of this Agreement if Consultant becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated business, whether voluntarily or otherwise.

- c. Either party may terminate this agreement without cause with thirty (30) days written notice to the other party. However, if Consultant terminates, the University will have no further financial obligation to Consultant after the date of the notice of termination.
- Funding. Notwithstanding any other provision of this Agreement, the parties agree that the charges payable hereunder by the University are payable solely from appropriations made by the General Assembly of the State of Georgia. In the event such appropriations are determined, in the sole discretion of the chief operating officer of the University, to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall automatically and immediately terminate without further obligation of the University as of that moment.
- 13. Taxes. Consultant will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement, including but not limited to all federal and state unemployment taxes, FICA and income taxes. The Consultant must complete the attached Exhibit B, Substitute W-9 Form, and submit to the Georgia State University Purchasing Department. No payments will be made to Consultant unless this form is received by the Georgia State University Purchasing Department.
- 14. <u>Assignment.</u> Consultant shall not assign or subcontract the whole or any part of this Agreement without the University's prior written consent.
- 15. <u>Site of Services.</u> Consultant will perform the Services at a location other than the University's premises if possible. If the Services are such that, in the University's sole discretion, they must be performed on the University's premises, the University will provide Consultant office space and facilities to the extent the University deems it necessary to perform the Services.

16. Drug Free Work Place.

- a. If Consultant is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- b. If Consultant is an entity other than an individual, it hereby certifies that:
 - (1) A drug free work place will be provided for the Consultant's employees during the performance of this Agreement; and
 - (2) It will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with "Consultant's Name), (Subcontractor's Name), certifies to Consultant that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Official Code of Georgia Annotated Section 50-24-3."
- c. Consultant may be suspended, terminated, or debarred if it is determined that:
 - (1) Consultant has made false certification herein.
 - (2) Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.
- 17. Non-Discrimination. The Consultant shall not discriminate against any individual on the basis of age, race, color, religion, national origin, sex or disability. Further, the Consultant agrees to comply with all non-discriminatory laws and policies to which the University is subject. The University provides

accommodations for the disabled as required by law. However, Consultant agrees to be solely responsible for all costs and expenses associated with any such accommodation(s) related to this Agreement and, without limitation, the Scope of Work to be performed hereunder. Notwithstanding any other provision of this Agreement, the University reserves the right to change the Statement of Work as set forth in Exhibit A of this Agreement to better meet the needs of the disabled and reserves the right to immediately cancel this Agreement due to the University's inability to provide such accommodation(s).

- 18. Insurance. Consultant shall insure against all losses and damages which are the result of or the fault or negligence of the Consultant, its agents, servants, members, employees, contractors and subcontractors. Consultant shall at the time of the execution of this Agreement furnish the University with a copy of said policy or a certificate that such insurance has been issued naming the Board of Regents of the University System of Georgia by and on behalf of Georgia State University as the Certificate Holder.
- 19. Waiver. The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- 20. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia.
- 21. <u>Uniform Commercial Code.</u> All Services performed hereunder shall, to the greatest extent possible, be deemed "goods" within the meaning of the Uniform Commercial Code of Georgia.
- 22. <u>Non-profit Organization.</u> If the Consultant is or is a member of a non-profit organization, consultant warrants that it is in compliance with the requirements of O.C.G.A. 50-20-1, et seq. regarding state government relations with nonprofit contractors.
- 23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:	THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
	BY AND ON BEHALF OF
CONSULTANT (required)	GEORGIA STATE UNIVERSITY (required)
Scott Alknown	·
Cionetare	Signature
Printed Name: C. Scott Atkinson Title: Assistant Police Chief.	Printed Name:
Title: Assistant Police Chief,	Title:
FEI/SS#:	Date:
Date: 12/29/05	

Exhibit A

I. Statement of Work

The Consultant agrees to provide the following consulting services to the University: (Must specifically detail the work to be done.)

Develop a computer software interface in the RMS system software utilized by the Salt Lake City Police Department to facilitate the transfer of crime data to the ICD project for further analysis as described in the MOU between Georgia State University and the Salt Lake City Police Department.

II. Payment Schedule

The University agrees to pay the Consultant for the satisfactory performance of the work detailed herein the total sum of \$34,920.00 to be paid as follows:

\$34,920.00 to be paid upon receipt of finalized consulting agreement

III. Term

The term of this Agreement shall commence on November 18, 2005 and terminate on July 31, 2006, unless otherwise terminated in accordance with other provisions of this Agreement. Further, this Agreement is renewable upon the advance written mutual agreement of the University and the Consultant.

IV. Key Personnel

Key personnel (non-University personnel only) for this Agreement are as follows:

C. Scott Atkinson
Salt Lake City Corporation
Salt Lake City Police Department
315 East 200 South
Salt Lake City, UT 84111

EXHIBIT B

Purchasing Department



Substitute Form W-9 - Taxpayer Identification Number and Certification

No payment will be released until this form is con Please complete the following information. We are required by law to obtain this i with this information, your payments may be subject to federal income tax backup PLEASE PRINT OR TYPE C. Scott Atkinson	npleted and returned. nformation from you when making a reportable payment to you. If you do not provide us withholding. Use this form only if you are a U.S. person (including U.S. Resident alien). .
Name	
Salt Lake City Corpoatron, Pol Business name, if different from above	ice Department
315 East 200 South	<u></u>
	T 84111 E Zip Code Contact name
Phone: (801) - 799-3817 Far	:: (<u>801</u>) - <u>799-3640</u>
Part II Taxpayer Identification Number (TIN)	
LEGAL STATUS: Check (1) only.	
☐ Individual/Sole proprietor ☐ Trust or Estate	
☐ Corporation XX Government E	ntity .
☐ Partnership ☐ Educational	
☐ Other ☐ Tax-Exempt o	r Not-for-Profit (section 501 (C) 3) IRC
☐ Exempt from backup withholding	
Employer Identification Number (EIN): _87 - 6000279	
	
Social Security Number (SSN): (For Individuals and Sole Proprietorship)	
Legal Name of Entity that appears on your Federal Tax Return (N Salt Lake City Corporation	nis should correspond with the EIN or SSN provided above)
Part III Certification	
Under penalties of perjury, I certify that:	
2 I am not subject to backup withholding because: (a) I am ex	tification number (or I am waiting for a number to be issued to me), and empt from backup withholding, or (b) I have not been notified by the internal ing as a result of a failure to report all interest or dividends, or (c) the IRS has gg, and
CSett Atk Moon	Assistant Police Chiet
Signature C. Scott Afkinson	ASSISTANT Police Chief 12/29/05
Print Nome	Date

Please return the completed form via fax (404) 651-2521 or US mail to Georgia State University, Purchasing Department, PO BOX 4016, Atlanta, GA 30303

Statistical Analysis Bureau
Department of Criminal Justice
College of Health and Human Sciences Georgia State University P. O. Box 4018

Atlanta, Georgia 30302-4018 Phone: 404-651-3515 Fax: 404-651-3658

Web: www.cjgsu.net/initiatives/sab.htm



IMPROVING CRIME DATA http://www.cjgsu.net/initiatives/ICD.htm

ICD APPLICATION FOR TECHNICAL ASSISTANCE **COVER PAGE**

The <u>Salt Lake City Police Department</u> requests <u>\$</u>	534,920 from the Georgia State
University ICD Project to assist the department with the tr	ansition to the new ICD share, search
& analyze capabilities. 92% of the funding will be used fo	or consulting assistance, and up to 8%
of the funding will be used to enhance the department's te	echnological capabilities (i.e.,
equipment).	
Signature of Requesting Official	Ed Cle
11/18/05 Date	12/2/2005 Date

Attachment: Application

APPROVED AS TO FORM Sait Lake City Attorney's Office

Statistical Analysis Bureau

Department of Criminal Justice
College of Health and Human Sciences
Georgia State University
P. O. Box 4018

Atlanta, Georgia 30302-4018 Phone: 404-651-3515 Fax: 404-651-3658

Web: www.cjgsu.net/initiatives/sab.htm



IMPROVING CRIME DATA http://www.cjgsu.net/initiatives/ICD.htm

APPLICATION FOR ICD ASSISTANCE FOR APPROVED ICD AGENCY PARTNERS

	'	FOR APPROVED ICE	AGENCI FAR	NERS			
Date Submitted:			Date Receive	d by ICD:			
November 22, 2005							
Applicant Information (Point	of Contact)						
Applicant Information (Point of Contact) Legal Name:			Organizationa	al I Init			
Legal Name.		Crime Analysis					
			Department:				
Salt Lake City Corporation			Police				
Salt Lake City Police Department		Division:					
			Administration				
Street:			Prefix:	First Name:			
315 East 200 South				Krista			
City:			Middle Name:				
Salt Lake City			Last Name:				
County: Salt Lake			Dunn				
State:	Zip Code	•	Suffix:				
Utah	84111	•	Odilix.				
Country:		· · · ·	Email:				
USA			Krista.Dunn@slcgov.com				
Phone Number:			Fax Number:				
(801) 799-3265			(801) 799-3640				
Name of Agency:							
Salt Lake City Police Departs		Analysis Unit					
Descriptive Title of Applican Improving Crime Data	t's Project:						
Improving Crime Data							
Areas Affected By Project (C	ities. Counti	ies. States, etc.)					
Salt Lake City/ Salt Lake Cou		,,					
Proposed Project Start Date:			Ending Date:				
January 1, 2006			December 31, 2006				
Amount Requested:			December 51,	2000			
ount Roquestou.	\$34,920						
To the best of my knowledge	and belief,	all data in this applic	ation/preapplica	ation are true and correct. The document has			
been duly authorized by the	governing b	ody of the applicant	and the applica	nt will comply with the attached assurances if			
the assistance is awarded.							
Authorized Representative							
Prefix:		First Name:		Middle Initial:			
		C.		Scott			
Last Name:			Suffix:				
Atkinson				· .			
ł			1				

Please attach the following documents to this application:

1. Budget Details

Assistant Police Chief

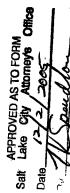
Title:

. Budget Narrative

Mayor

Phone Number:

(801) 799-3817 Date Signed:



SALT LAKE CITY APPLICATION for IMPROVING CRIME DATA

Project Narrative:

Salt Lake City Police Department would like to request funding and continued participation in the "Improving Crime Data" project for Phase II. The following is an application for funding and continued participation, and it is the intention of this Police Department to follow through with the project to its completion.

Much of what is required for submitting data to the ICD database is already in place for the Salt Lake City Police Department. The physical infrastructure of computers, Records Management System and network are already in place and proven to meet the needs of the agency. Critical data elements are being collected as part of the normal activities of the Department. Similar data extracts have been produced for other users.

A review of this effort indicates that an extract of the program, with required data elements in Global Justice XML format, could be produced by the Salt Lake City Information Management System's police support staff. This could be done in approximately 40 hours of staff time. The design would be such that subsequent submissions of the requested data could be initiated without additional program support. Salt Lake City IMS currently charges \$65.00 per hour to create new program applications. The Police Department's cost of \$2,600.00 would be just under the 8% allowed to enhance the department's technological capabilities.

It is anticipated that the remaining portion of the grant funding would be spent in assisting the Salt Lake City Police Department to create the in-house capacity to access and to access and analyze the shared data. The Records Management System vendor for the Department, Versaterm, has created a new analysis package built on the Cognos tool set. This is one of the main analytic tools being used under the ICD banner. While powerful, the tools that are being used are not inherently intuitive. Consultation and training would be needed to fully and appropriately utilize this resource. Local law enforcement has historically focused on in-house data and limited summary data that are usually dated and unusable because of scale or missing critical detail. The ICD model expands the use of data beyond the local boundaries and will require a change in how analysis done. It will also be important to define what data can be used, as well as compared most effectively from one agency to the next. This is a radical change in how analysis has been achieved on the local level, and the consultation resources from ICD will be critical to the appropriate use of the shared data.

It is also anticipated that as the project moves forward and the data sets become more robust, the Salt Lake City Police Department will be able to examine shared data looking for patterns and trends. Ideally, this effort will lead to better decision-making in-house, as well as a stronger toolset to provide law enforcement information to the public.

Further, the effort to provide this project's data analysis will enhance the public's understanding of crime patterns and trends. Finally, the role of law enforcement in the community will be enhanced by the experience offered by the ICD staff.

Project Timeline:

The project will consist of the following significant steps:

- 1. Identify the critical requested data elements.
- 2. Develop an extract program that will function without regular programmer support once it is developed.
- 3. Develop a means to deliver the data to ICD.
- 4. Improve the capacity of the Salt Lake City Police Department to analyze shared data.
 - a. Training will be provided on the shared tools used by ICD.
 - b. Develop additional analytical tools and skills regarding shared data.

Budget:

Contractual:

Salt Lake City IMS 40 hours creation of program application X \$65.00 per hour

Total: \$2,600

ICD Assist SLCPD in creating in-house capacity to access and

Analyze shared data.

Total: \$32,320

Total Budget:

\$34,920

^{*}No personnel, equipment, or travel costs to be included.

Collins, Sherrie

From:

Dunn, Krista

Sent:

Wednesday, December 07, 2005 1:30 PM

To:

Collins, Sherrie

Subject:

FW: Scanned image from Police Administration

Attachments:

AR-M350_20020831_145210.pdf



AR-M350_2002083 1_145210.pdf (1...

Sherrie,

This is a copy of the ICD (Improving Crime Data) grant we have just submitted. It has the signatures included. The original is in inter-office mail.

This is an Interoperable Data Communications grant for a pilot project we are participating in through the Georgia State University. It is actually a sub-grant from Georgia State University to upgrade our system to be able to participate in the project. The end result will be that the six participating agencies will have complete data interoperability at the conclusion of the project. That project will then provide a template for other agencies nationally to be able to share data.

Thanks, Krista

----Original Message----

From: noreply@slcnt.gov.com [mailto:noreply@slcnt.gov.com]

Sent: Saturday, August 31, 2002 3:52 PM

To: Dunn, Krista

Subject: Scanned image from Police Administration

DEVICE NAME:

DEVICE MODEL: AR-M350 LOCATION: Admin 8th Floor

FILE FORMAT: PDF MMR(G4) RESOLUTION: 200dpi x 200dpi

Attached file is scanned image in PDF format. This file can be read by Adobe Acrobat Reader. The reader can be downloaded from the following URL:

http://www.adobe.com/

Attachment B
John F. Kennedy for the
Performing Arts Grant

RESOLUTION N	O. OF	2006
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AUTHORIZING SALT LAKE CITY CORPORATION
TO ACCEPT THE JOHN F. KENNEDY CENTER FOR PERFORMING ARTS GRANT

WHEREAS, the John F. Kennedy Center for Performing Arts Education Department has awarded a grant to Salt Lake City Corporation, the sum of \$7,500.00 to provide Salt Lake City Global Artways Program financial aid with the Imagination Celebration at Salt Lake City; and

WHEREAS, the attached grant Award has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

- 1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$7,500 grant from the John F. Kennedy Center for the Performing Arts, for the purpose of providing financial aid to Global Artways to conduct the imagination celebration art workshop, an exhibit and public art making activity designed to bring young people and their caregivers together in an enriching experiences.
- 2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant award and execute any and all subsequent agreements between the City and other entities resulting from said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the grant award approved herein.

Passed	by the City day of	council	of Salt		City,	Utah,	this	day
		Sa	lt Lake	City	Counc	il		
		By Ch	airpers	on				
ATTEST:						ney's (Office	e - -

Salt Lake City Corporation **CAMP DOCUMENT ROUTING FORM**

CITY SIGNATURE AND ACTIVATION PROCESS

January 26, 2006

Contract Number:			
Contractor:		KENNEDY CENTER	
		Y CTR/GLOBAL ARTWAYS-IMAGINATION CELEBRATION	
Monitor:	SHERRIE	COLLINS	
Please complete	your Step	and forward to the next Step.	
STEP 1		ACCOUNTING DIVISION - Encumber Funds	
		I certify that funds are available.	
			Date
α'	ī	I certify that no encumbrance is required at this time and any future encumbrance will be checke	:d
incremp		against available budget by the accounting system.	
" UP CO		Accounting Signature 31/0/)	Date
γ'		Funding	
		Source:	
		Attach additional paperwork if more funding sources are needed. Limit \$	
	ESTANT TO MAIN THE TO A SE		Carra s. 1
STEP 2	2	CITY ATTORNEY'S OFFICE - Final Approval	X (4) (4)
Expres.	letatika	Attorney: Spendluce Insurance Required:	_ :
		O Perf Bond Required:	
No. 1911		Pmt Bond Required:	N ⁄
		This document has been approved as to form. Attorney's Signature	6 _ Date
Date Sta	Haiga	Automoy's dignature	Date
STEP	2	MAYOR'S OFFICE - Sign Document	
	1.1.1 (1.17) (1.18) (1.18) (1.18) (1.18)		<u> </u>
· 人類為自 第3	Hender	INSTRUCTIONS: Sign ALL documents.	
·. •••.		Authorized Signer: Russ C. anderson Mayor	
		Name Dept/Div	
llave Sia	. Wind a b		
그룹도한 중단 1971년 - 1924년 중 중심		Forward ALL Signed documents to the Recorder's Office	
			A 11 1 11 11 11 11 11 11 11 11 11 11 11
STEP 4	1	RECORDER'S OFFICE - Activate	
il kom ved II	lank	INSTRUCTIONS:	
	a m over that		
		When activated, keep 1 signed document, send other signed document(s) to:	
	na kaji	Sherier Callins HAND 6150	
	tarky)	There Cellers MAND 6150	

Phone

Department or Division

Name

The Kennedy Center

THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS



WASHINGTON, D.C. 20566-0001 202 416-8845 FAX 202 416-8802

November 9, 2005

Dan Gerhart, Director Global Artways 210 East 600 South Salt Lake City, UT 84111

Dear Dan,

Congratulations on your grant award! Enclosed are three copies of your grant contract for FY06. Please return them at your earliest convenience. After the contracts are received, we will process your grant award and return one contract for your records. If there is anything that I can help you with, please contact me at (202) 416-8817.

Sincerely,

Leigh Thompson Program Assistant National Partnerships

Enclosure: Contract

THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS EDUCATION DEPARTMENT

AGREEMENT FOR FUNDING AS A IMAGINATION CELEBRATION NATIONAL SITE

THIS AGREEMENT is made by and between The John F. Kennedy Center for the Performing Arts "KENNEDY CENTER" and Global Artways, Inc. for the presentation of the IMAGINATION CELEBRATION at Salt Lake City, an IMAGINATION CELEBRATION National Site.

Global Artways, Inc. agrees to complete services as set forth in the approved Program Proposal, a copy of which are attached hereto, and are hereby incorporated herein as Attachment B. Within three weeks of Kennedy Center's receipt of the signed agreement, the KENNEDY CENTER will pay \$7,500 to the Global Artways, Inc. The term of this Agreement is from October 1, 2005 through September 30, 2006. This grant must be cash-matched dollar for dollar. Global Artways, Inc. shall notify the KENNEDY CENTER in writing not less than thirty days prior to the close of the grant period should they anticipate that all grant funds will not be expended. Any unused funds at the end of the agreement term will be returned within two weeks of written request by KENNEDY CENTER, to KENNEDY CENTER.

Global Artways, Inc. recognizes the fact that these funds are Federal pass through funds. The CFDA number for this federal grant is CFDA 84.351.e. Should the Global Artways, Inc. receive \$300,0000 or more of federal funding from the Kennedy Center or a combination of sources, Global Artways, Inc. will be required by the Office of Management and Budget to submit an A-133 financial report to the Kennedy Center.

IMAGINATION CELEBRATION is a trademark of the Kennedy Center and authorization to use the IMAGINATION CELEBRATION title is granted to Global Artways, Inc. under the terms of this agreement and solely for the term of this agreement. Further, Kennedy Center requires that the official name of the Salt Lake City KCIC program be presented as "IMAGINATION CELEBRATION at Salt Lake City" in all public information and marketing materials (including news releases, posters, program brochures, websites and media interviews). The Kennedy Center reserves the right to terminate this agreement if the Kennedy Center determines in its sole discretion that the Salt Lake City KCIC program does not meet the IMAGINATION CELEBRATION program goals and standards as defined under the terms and conditions of this agreement. Upon the expiration of this Agreement, or in the event that Kennedy Center terminates this Agreement, Global Artways, Inc. will immediately discontinue use of the IMAGINATION CELEBRATION name and mark.

If it is not possible for reasons beyond the control of Global Artways, Inc. or KENNEDY CENTER for either party to perform all obligations arising as a result of engagement under this letter of agreement, Global Artways, Inc. shall return to KENNEDY CENTER all funds provided and not actually expended in accordance with specific authorizations given by the KENNEDY CENTER.

The obligations of KENNEDY CENTER to fulfill the terms of this agreement shall be waived in the event that (a) contractual funds requested by the KENNEDY CENTER for this purpose are not received in a timely fashion from the U.S. Department of Education; or (b) "force majeure" (such as, but not limited to war, public emergency or calamity, strike, labor disturbance, fire, interruption of transportation service, casualty, physical disabilities, illness, earthquake,

flood, Act of God, or other disturbance, or any other governmental restriction) prevents normal and usual operation of the KENNEDY CENTER or its Education Department.

The KENNEDY CENTER, but not any trustee, officer, employee, or agent thereof, shall be obligated under this AGREEMENT. Global Artways, Inc. represents and warrants that it has met the minimum criteria as specified in the attached Goals and Objectives and that all information provided to the KENNEDY CENTER by Global Artways, Inc. is true and correct and will continue to be true and correct throughout the term of this agreement. Global Artways, Inc. agrees to save and hold harmless the John F. Kennedy Center for the Performing Arts and its trustees, officers, employees, and agents from liability or loss, damage, or injury to persons or property arising directly or indirectly from this agreement and/or from Global Artways, Inc.'s breach of any of the representations or warrants contained herein. Global Artways, Inc. will name the Kennedy Center as an additional insured on its Commercial General Liability insurance policy.

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A Final Report will be submitted no later than September 30, 2006 which will conform with the guidelines provided by the Kennedy Center. Receipts for all purchases and expenses will be kept by Global Artways, Inc. for auditing purposes. The KENNEDY CENTER reserves the right to audit grant activity. Global Artways, Inc. will cooperate with the KENNEDY CENTER in any such audit and will provide KENNEDY CENTER with copies of any and all documents that KENNEDY CENTER requests.

3Y	Ross C. Anderson					
	Name of Authorizing Official for IC at Salt Lake City (Print)					
	-					
	Signature of Authorizing Offici	ial	Date			
	Salt Lake City Mayor					
	Position with IMAGINATION	CELEBRATION	at Salt Lake City			
	87-6000279					
	Federal Identification Number					
	451 So. State Street					
-	Address					
	Salt Lake City	Utah	84111			
	City	State	Zip			
BY:						
	Darrell M. Ayers, Vice Preside	nt, Education	Date			

Salt Lake City Attorney's Office
Date 2/2/2006

By Spendlum

THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS EDUCATION DEPARTMENT

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3Y	Ross C. Anderson				
	Name of Authorizing Official for IC at Salt Lake City (Print)				
	Signature of Authorizing Official		Date		
	Salt Lake City Mayor				
	Position with IMAGINATION Cl	ELEBRATION	N at Salt Lake City		
	87-6000279				
	Federal Identification Number			···	
	451 So. State Street				
	Address				
	Salt Lake City	Utah	84111		
	City	State	Zip		
3Y:					
	Darrell M. Ayers, Vice President,	Education	Date		

Salt Lake City Attorneys Office

Date 2 2 50 6

By Peud 6

THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS EDUCATION DEPARTMENT

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Y	Ross C. Anderson				
	Name of Authorizing Official for IC at Salt Lake City (Print)				
	Signature of Authorizing Office	ial	Date		
	Salt Lake City Mayor	•			
	Position with IMAGINATION	CELEBRATION	I at Salt Lake City		
	87-6000279				
	Federal Identification Number				
	451 So. State Street	<u>:</u>			
	Address				
	Salt Lake City	Utah	84111		
	City	State	Zip		
Y:					
	Darrell M. Ayers, Vice Preside	nt, Education	Date		

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 2/2/3006

By Spendian



PROGRAM BUDGET FY2005/2006

Revenue:	TOTAL
<u>Public Support</u> Salt Lake City Corporation/Global Artways	\$ 23,590
Private support Artworks for Kids John F. Kennedy Center for the Performing Arts Lawrence T. and Katherine T. Dee Foundation The	\$ 30,000 \$ 7,500 \$ 2,500
Total Revenue	\$ 68,590 - 5,000 63,590

Expenses: (Dan -Please add \$10,000 to the line items or add a new line item for \$7,500. Revenue needs to equal expenses. Thanks.)

<u>Personnel</u>	
Global Artways Director (10% of effort)	\$ 6,110
Program Coordinator (25% of effort)	\$ 12,480
Contract Services	
Aesop's Fable	\$ 10,000
Children's Opera Showcase	\$ 10,000
Imagination Celebration Art Workshops	\$ 10,000
Six Tribes One Vibe	\$ 5,000
Marketing/Brochure Design	\$ 5,000
Total Expense	\$ 58,590

Attachment C Utah Humanities Council Grant

RESOLUTION	NO.	OF	2006

AUTHORIZING SALT LAKE CITY CORPORATION TO ACCEPT THE UTAH HUMANITIES COUNCIL GRANT

WHEREAS, the Utah Humanities Council has awarded a grant to Salt Lake City Corporation, the sum of \$2,500.00 to provide Salt Lake City financial aid with the Salt Lake City Historic Cemetery Project; and

WHEREAS, the attached grant Award has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

- 1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$2,500 grant from the Utah Humanities Council, for the purpose of providing financial aid to the City's Public Services Department to conduct historical research, field work and produce documentation for the Historic American Landscapes Survey (HALS) of the historic Salt Lake City Cemetery.
- 2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said grant award and execute any and all subsequent agreements between the City and other entities resulting from said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the grant award approved herein.

Passed	by the City day of	council o	f Salt , 20		City,	Utah,	this	day
		Sal	t Lake	City	Counc	il		
		By_ Cha	irpers	on				
ATTEST:				y ئنگر			Office	∋ -

Salt Lake City Corporation CAMP DOCUMENT ROUTING FORM

CITY SIGNATURE AND ACTIVATION PROCESS

January 26, 2006

Contract Number:	06-5-06-1800 Project:			
Contractor:	33714 UTAH HUMANITIES COUNCIL			
Contract Title:	HISTORIC SURVEY-HUMANITIES GRANT			
Monitor:	SHERRIE COLLINS			
Please complete your Step and forward to the next Step.				

Please complete your Step	and forward to the next Step.
STEP I	ACCOUNTING DIVISION - Encumber Funds
incumb.	I certify that funds are available. OR Accounting Signature Date I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system Accounting Signature Date Funding Source: Dept Cost Center Object Code Attach additional paperwork if more funding sources are needed. Limit \$
STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
i prve Bienk	Attorney: Insurance Required: N Perf Bond Required: N Pmt Bond Required: N This document has been approved as to form.
Date Street	Attorney's Signature Date
STEP 3	MAYOR'S OFFICE - Sign Document
Leure Birkil	INSTRUCTIONS: Sign ALL documents, Authorized Signer: Ress C. Andleson Mayor Name Name
	Forward ALL Signed documents to the Recorder's Office
STEP 4	RECORDER'S OFFICE - Activate
Elephon Wilson P.	INSTRUCTIONS:
	When activated, keep 1 signed document, send other signed document(s) to:
	Name Celling HAND 650 Department or Division Phone

November 22, 2005

Ross C. Anderson, Mayor Utah Humanities Salt Lake City Corporation
Humanities Salt Lake City Corporation
148 Council Salt Lake City, Utah 84111

Dear Mayor Anderson:

Board of Directors

Ron Allen Stansbury Park

Sheryl Allen Bountiful

Lee Austin Logan

Allen Brown Salt Lake City

Tim Bywater St. George

Forrest Crawford Rose Park

Deb Greathouse Delta

Emma Gross Salt Lake Cirv

R. Robert Harris Ogden

Susan E. Howe Cohraim

David Keiter Salt Lake City Norma Matheson

Sair Lake City Aida Mattinglev

West Valley City Satvam Moonv Cedar City

Gregory C. Thompson, Chair

Salt Lake City Lora Tom

Cedar City ion Weisberg Park City

Deborah Westfall

Staff

Cynthia Buckingham Executive Director

Rebecca Batt Book Festival Director

lean Cheney Assistant Director

Marie fuertes Office :Manager

Brandon L. Johnson Program Officer

Pippa Keene Nothercad/fatheread Program Director

Barbara Pioli Development Director

Maria K. Torres Development Coordinator Grants Administrator

I am pleased to notify you that the Utah Humanities Council's Board of Directors approved your grant application for Salt Lake City Historic Cemetery, in the amount of \$2,500. Your grant number is #12007 001 2103 0604. Please use this number in all correspondence with UHC.

Board reviewers expressed enthusiasm for the proposed project, but had some reservations regarding the fact that the bulk of the requested funds would go to contract the services of Susan Crook and Associates.

The board made these recommendations: The board members who reviewed this grant suggested that the applicant expand its focus beyond private schools to public schools. Reviewers also suggesed that school programs go beyond arts educations projects to focus more on humanities programming (writing essays, etc.)

Enclosed are materials outlining the responsibilities of the project director and the fiscal agent. Please take time now to read through these instructions and to review the final report forms. Becoming familiar with UHC's paperwork and requirements will simplify your job as project director. All grant forms and the UHC logo are now available on our website at www.utahhumanities.org under "Grant Administration Forms."

A Project Director Orientation will take place Thursday, December 15, 2005 at 3:30 p.m., at the UHC office: 202 W 300 N Salt Lake City. We expect one or more of your project representatives to attend this meeting, including the person who will complete UHC reports. Please call the UHC office at 801-359-9670 before December 13, to tell us who will attend the orientation. If no project representative is able to attend, you must call UHC to make alternative arrangements. Funds will not be released unless a project representative has met with UHC staff for an orientation.

Please note that the Utah Humanities Council must receive credit as a funding source (not as a "sponsor") in any publicity and printed materials as well as orally at programs or events. We look forward to working with you.

Sincerely,

Cynthia Buckingham **Executive Director**

Enclosures

Rick Graham, Director of Public Services CC:

> Salt Lake City Corporation 451 South State Street Salt Lake City, Utah 84111

Elizabeth Myers



UTAH HUMANITIES COUNCIL GRANT AGREEMENT

Salt Lake City Corporation (hereinafter called Grantee) hereby signifies its acceptance of a project grant from the Utah Humanities Council (hereinafter called UHC or Grantor) in the amount of \$2,500, for UHC project #12007 001 2103 0604 Salt Lake City Historic Cemetery. The Grantee agrees to provide cash and/or in-kind matching funds up to or exceeding the amount of \$11,635. The total project budget will equal \$14,135, and the grant period will be 11/1/05-10/15/06. The Grantee and the Project Director, Rick Graham, Director of Public Services, agree to administer the grant in compliance with the following provisions:

I. General Provisions

- A. Scope of Project: The proposal submitted by the Grantee is part of this agreement. Grantee will use UHC funds only to conduct the project described in the proposal, and will abide by any conditions imposed by the UHC Board (see page 5).
- B. Nonprofit status: Grants are made only to nonprofit organizations, educational institutions, and government agencies. It is the responsibility of the Grantee to notify UHC within three days of any changes from such nonprofit status. In the event a grant award is made to an organization subsequently determined to be ineligible for a grant, the award will be terminated, and the Grantee agrees to repay to UHC all funds received from the improper award.
- C. Reports: All correspondence and reports, identified with the appropriate UHC project number (see agreement's first paragraph), should be sent to: **UTAH HUMANITIES COUNCIL**, **202 W 300 N**, **SLC UT 84103-1108.**
- D. Requirement of UHC credit: ALL publicity, printed materials, websites, publications, films, television and radio tapes, exhibits, displays, and advertisements created in the course of a project funded by UHC should display the UHC logo and must include one of the following statements: "This program has received funding from the Utah Humanities Council. The Utah Humanities Council promotes understanding of diverse traditions, values, and ideas through informed public discussion." OR "This program has received funding from the Utah Humanities Council. The Utah Humanities Council promotes history and heritage, literature and literacy, and public discussion of issues important to our communities." Language for the credit line may be modified with UHC's advance approval.
 - The Utah Humanities Council must not be listed as a "sponsor." Instead, language should make it clear that UHC is a funding source.
- E. Disclaimer: Printed materials must also include the following: "Any views, findings, conclusions, or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent the views of the National Endowment for the Humanities, or the Utah Humanities Council."
- F. Anti-discrimination provisions: All Grantees and programs must conform to Title VI of the Civil

Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. These Acts state that no otherwise qualified person shall, on the grounds of race, color, national origin, handicap, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

- **G.** Debarment and suspension: Grantees must comply with federal debarment and suspension statutes, and must certify their eligibility by signing the application form.
- **H.** Access to documents: The Grantee and UHC shall provide public access to all official documents relating to the activities of the Grantee and UHC.
- I. Termination: The Grantee's failure to comply promptly with any and all provisions of this agreement will be sufficient cause to terminate it. Termination will be effective when the Grantee receives UHC's written notice. However, UHC is not precluded from exercising other contractual remedies.

II. Accounting and Audit Requirements

A. Audit Requirements

Grantees that are institutions of higher education or other types of nonprofit organizations will be subject to the audit requirements of OMB Circular A-133. Grantees that are governmental units are responsible for obtaining audits in accordance with the Single Audit Act of 1984 and OMB Circular A-133.

B. Income

- 1. Programs supported by UHC must be open to the public without charge unless approved otherwise by the UHC Board of Directors as part of the original grant proposal.
- 2. Project income such as meal charges or material fees must be applied to the cost of the project and accounted for as matching funds in final financial reports. Such fees must be approved by UHC as part of the grant proposal.

C. Expenditures

- 1. Only costs in those expense categories set forth in the project budget as approved by UHC will be charged to this grant.
- 2. Federal law prohibits the use of grant and cost-sharing funds for certain electioneering activities, financial support of political entities, attempts to influence federal or state legislation either directly or through grass-roots lobbying, and some legislative liaison activities.
- 3. No funds from this grant will be used to pay institutional indirect costs or overhead. Indirect costs are defined as the costs of the facilities and services available to the university, institutional, or sponsor community, including support services such as departmental administration, purchasing, payroll, janitorial service, library costs, depreciation, light, heat, etc.
- 4. No funds from this grant will be used to pay costs of alcoholic beverages.
- 5. No funds from this grant will be used to pay costs of food, entertainment, amusement, or social activities, unless such expenditures have been approved by the UHC Board of Directors as part of the original grant application.
- 6. Necessary travel expenses will be allowed at a rate not to exceed the IRS standard deduction rate of \$.40 per mile for privately owned automobiles or at economy or coach rates for air travel. Grant funds may not be used for international air travel.

- 7. Hotel rates must not exceed \$80 per day from grant funds, and charges against grant funds are limited to the actual cost. Meals can be reimbursed using a per diem allowance of \$30.00 per day, or at the rate of up to \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
- 8. The Grantee assumes all responsibility for making social security contributions, reporting wages and fees to the appropriate state and federal authorities, withholding employee income and social security taxes, and obtaining unemployment insurance and worker's compensation coverage for those employees paid for participation in any UHC project. These expenses and employee benefits shall not be paid using UHC grant funds.
- 9. Grant funds must be obligated during the grant period for goods and/or services utilized within the grant period. Obligations outstanding as of the official termination date must be liquidated within thirty (30) days thereafter.
- 10. Funds uncommitted at the termination of the grant period must be returned to UHC with the final financial report.
- 11. Any cost reimbursed to the Grantee subsequently found to be disallowable under audit shall be promptly refunded to UHC.

D. Accounting Records and Financial Reports

- 1. The Grantee agrees to establish a separate banking account, separate computer account number, or other means of segregating project funds and records for the purposes and duration of each UHC grant project.
- 2. The Project Director and the Fiscal Officer must not be the same person.
- 3. The Grantee agrees to request grant funds on a UHC Cash Request Form. Up to 90% of the grant award may be requested as an advance. Ten percent of each grant will be withheld by UHC until complete and satisfactory final reports have been submitted.
- 4. The Grantee agrees to submit to UHC a complete statement of income and expenses, a complete accounting of matching contributions, and a completed Final Report Form within ninety (90) days of the termination of the grant period.
- 5. The Grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by UHC, its designated representative, or any applicable agency of the United States government.
- 6. The Grantee will maintain records and accounts for this project for a period of not less than three (3) years following the submission of the final financial report, or, at its option, it may forward such records and accounts to the UHC with the final project report.
- 7. The Grantee agrees to maintain records of matching contributions and further agrees to demonstrate reasonable written proof of the value of in-kind contributions to this project.

III. Copyright and Use of Information

- **A.** Ownership and copyright shall be vested in the Grantee or producers, as established among the interested parties. The Utah Humanities Council is to be informed of the terms of any such arrangement.
- **B.** For films or videotapes produced with a UHC grant, two 1/2" copies shall be provided to UHC. Appropriate formats for copies of other media projects (audio tapes, slides, photographs, exhibits) should be negotiated between UHC and the Grantee. At least ten copies of a printed study guide are required of media grantees receiving production or post-production funds.

- C. The United States government (NEH) and UHC reserve nonexclusive license to use and reproduce without payment any products, including copyrighted materials, arising out of grant activities, and to distribute or exhibit such products as it deems appropriate, without royalties or fees for non-commercial or public program use. UHC will not sell or distribute these materials for profit or distribute them to profit-making or public broadcasting agencies.
- **D.** The Grantee may reproduce of its own volition the results of grant activity, provided such publications, films, products, etc., **acknowledge UHC support** and, if applicable, include the disclaimer statement described in Section I.(E) of this agreement.
- **E.** Information collected by the Grantee for the project through interviews or questionnaires may not be represented as information collected for or by a federal agency.

V. Amendments to the Agreement

Proposed amendments must have written approval from the UHC Executive Director and/or the UHC Executive Committee prior to initiation of those changes. Elements requiring written approval for changes include:

- 1. program content, format, or schedule
- 2. key project personnel
- 3. project beginning and ending dates
- 4. budget changes that involve the addition or deletion of budget items or the inclusion of costs that were specifically disallowed by the terms of the grant award

VI. Recommendations:

The board members who reviewed this grant suggested that the applicant expand its focus beyond private schools to public schools. Reviewers also suggested that school programs go beyond arts educations projects to focus more on humanities programming (writing essays, etc.)

VII.	Conditio	ns

VIII. Signatures

GRANTOR: UTAH HUMANITIES COUNCIL

UHC BOARD CHAIR: GREGORY C. THOMPSON

UHC BOARD CHAIR'S SIGNATURE:

11/1/05

Date

UHC EXECUTIVE DIRECTOR: CYNTHIA BUCKINGHAM

UHC EXECUTIVE DIRECTOR'S SIGNATURE:

Marchylen 11-1-05

I have read the above recommendations and/or conditions and agree to abide by them. I understand that if the above conditions are not met, UHC may, at its discretion, cancel the grant. I also agree to abide by the provisions of this grant agreement.

GRANTEE: Salt Lake City Corporation

PROJECT DIRECTOR'S SIGNATURE:

PROJECT NUMBER: 12007 001 2103 0604

PROJECT TITLE: Salt Lake City Historic Cemetery

PROJECT DIRECTOR: Rick Graham, Director of Public Services

PROJECT FISCAL AGENT: Greg Davis, Public Services Finance Dir.

PROJECT FISCAL AGENT'S SIGNATURE:

INSTITUTIONAL AUTHORIZING AGENT: Ross C. Anderson, Mayor

AUTHORIZING AGENT'S SIGNATURE:

Mi Man 12/12/05
Date

Date

Date



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- 3. project beginning and ending dates
- 4. budget changes that involve the addition or deletion of budget items or the inclusion of costs that were specifically disallowed by the terms of the grant award

VI. Recommendations:

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VII. **Conditions**

VIII. **Signatures**

GRANTOR: UTAH HUMANITIES COUNCIL

UHC BOARD CHAIR: GREGORY C. THOMPSON

UHC BOARD CHAIR'S SIGNATURE:

11/1/05

UHC EXECUTIVE DIRECTOR: CYNTHIA BUCKINGHAM

UHC EXECUTIVE DIRECTOR'S SIGNATURE:

I have read the above recommendations and/or conditions and agree to abide by them. I understand that if the above conditions are not met, UHC may, at its discretion, cancel the grant. I also agree to abide by the provisions of this grant agreement.

GRANTEE: Salt Lake City Corporation

PROJECT NUMBER: 12007 001 2103 0604

PROJECT TITLE: Salt Lake City Historic Cemetery

PROJECT DIRECTOR: Rick Graham, Director of Public Services

PROJECT FISCAL AGENT: Greg Davis, Public Services Finance Dir.

INSTITUTIONAL AUTHORIZING AGENT: Ross C. Anderson, Mayor

AUTHORIZING AGENT'S SIGNATURE:

PROJECT FISCAL AGENT'S SIGNATURE:

PROJECT DIRECTOR'S SIGNATURE:

Run Mann 12/12/05

Date

Date

UTAH HUMANITIES COUNCIL COMPETITIVE GRANT APPLICATION COVER SHEET

Leave all shaded spaces blank.

Project Title Salt Lake City Historic Cemetery	UHC Grant Number
Application Date August 30, 2005	Contract Period
Applying Organization	Project Director
Organization Name Salt Lake City Corporation	Name Rick Graham, Director of Public Services
Organization Type Municipality	Address 451 South State Street, Room 148
U.S. Congressional District # UT01, UT02	City / State / ZIP Salt Lake City, Utah 84111
Utah Legislative Districts (House and Senate) H26/S2	Telephone / FAX (801) 535-7774 / (801) 535-617
Address 451 South State Street, Room 148	Email Address rick.graham@slcgov.com
City / State / ZIP Salt Lake City, Utah 84111	*Signature With Spah
Telephone / FAX (801) 535-7774 / (801) 535-6175	Fiscal Agent
Email Address rick.graham@slcgov.com	Name Greg Davis, Public Services Finance Dir.
Web Address www.slcgov.com/publicservices/	Telephone/FAX (801)535-6397 / (801) 535-7789
Authorizing Agent Ross C. Anderson, Mayor	*Signature D www
*Signature	Grant Writer
* Signatures on this page indicate compliance with all federal statutes listed in the UHC Guidelines.	Name Elizabeth Myers
Disciplines History, Literature, Philosophy	Telephone/Email Address (801)535-6671 elizabeth.myers@slcgov.com
Topics Cultures, Burials, Landscapes	Title, year, and grant # of most recent UHC grant Not applicable
Formats Exhibit, Public Tours, Publications	Collaborating Organization
Locations Salt Lake County, Utah	Name Susan Crook and Associates
Audiences Historians; teachers; youth and adults	Institution Type Private business

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BUDGET SUMMARY	Application	Award
UHC Grant Funds	(1) \$5,000.00	
In-Kind Matching	(2) \$5,045.00	
Cash Matching	(3) \$6,590.00	
(add lines 2 + 3)	\$11,635	
Total Project Budget	(4) \$16,635	

Please leave shaded areas blank. For UHC use only.

BUDGET FORM FOR COMPETITIVE GRANT APPLICATIONS UTAH HUMANITIES COUNCIL INCOME

1. GR	ANT RE	QUESTED FROM THE UTAH HUMANITIES COUNCIL	\$ \$5,000.00	(1)
2. IN-l	KIND CO	ONTRIBUTIONS ANTICIPATED \$\frac{\$5,045.00}{}(2)		
3. CA	SH MAT	CHING OR COST-SHARE		
	a.	Cash from applying organization		\$ 6,590.00
	b.	Admission or registration fees	\$ 0	_
	c.	Total cash from other sources (list donors and amounts)	\$ <u>0</u>	_
		Private		
		Corporate		
		Government		.
	TOTAL	CASH MATCHING OR COST-SHARE \$\\\ \\$6,590.00	(3)	

EXPENSES	UHC GRANT REQUEST	IN-KIND MATCHING	CASH MATCHING	TOTAL EXPENSES
Personnel	\$0	\$3,925	\$0 ⁻	\$3,925
Postage	\$0	\$100	\$0	\$100
Printing	\$0	\$720	\$0	\$720
Promotion	\$0	\$200	\$0	\$200
Rental	\$0	\$0	\$0	\$0
Supplies	\$515	\$100	\$485	\$1,100
Telephone	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Media Production	\$0	\$0	\$0	\$0
Other	\$4,485	\$0	\$6,105	\$10,590
TOTAL COST	(1) \$5,000	(2) \$5,045	(3) \$6,590	(4) \$16,635

\$ 16,635 (4)

INCLUDE A BUDGET EXPLANATION:

4. TOTAL PROJECT BUDGET

On a separate page, itemize and describe all expenses (including proposed UHC grant funds and matching contributions) for figures shown on this budget form.

Applicants should consult with UHC staff on any questions about the budget.

Budget Narrative

Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery

Personnel: Salt Lake City Corporation is contributing an in-kind match of \$3,925 for staff from the Department of Public Services to provide an estimated 84 hours to assist with field work, document production for the Historic American Landscapes Survey, and coordination of the exhibit at the City & County Building. Total: \$3,925

Postage: Salt Lake City Corporation is contributing an in-kind match of \$100 to ship the Historic American Landscapes Survey to the National Park Service and the U.S. Library of Congress. Total: \$100

Printing: Salt Lake City Corporation is contributing an in-kind match of \$720 for printing four check sets of site drawings, 10 sets of final set drawings, and 2 sets of archival quality, Mylar site drawings. Total: \$720

Promotion: Salt Lake City Corporation is contributing an in-kind match of \$200 for print ads to publicize the cemetery tours and exhibit. Total: \$200

Supplies: The Utah Humanities Council grant request of \$515 will fund the purchase of miscellaneous project supplies for project site work such as digital camera batteries, film and frames, mounting materials, etc. for the exhibit at the City & County Building. In addition, Salt Lake City Corporation is contributing a cash match of \$485 for materials and installation of the exhibit. The \$100 in-kind contribution from Salt Lake City Corporation covers will be used for landscape survey and document production supplies. Total \$1,100.

Other/Contractual Services: The UHC grant request of \$4,485 and the matching cash of \$4,650 will be used to contract the services of Susan Crook and Associates Historical Landscape Architecture to conduct historical research, field work, document production for the Historic American Landscapes Survey; to facilitate participation of the project partners; and to prepare the public presentation materials. Fee is based on an average local consultant fee of \$85 per hour. The Utah Humanities Council grant request of \$800 and the cash match of \$1,500 from Salt Lake City Corporation will fund the contracted services of a professional teaching artists/photographer to provide at least 20 hours of arts instruction to Global Artways students and to produce a minimum of twelve large-format archival photos for the Historical American Landscapes Survey. Total: \$10,590.

FEDERAL STATUTES THAT APPLY TO ORGANIZATIONAL GRANT APPLICANTS

All applicants for competitive grants to nonprofit organizations must certify that they and the project sponsors are in compliance with federal statutes.

Applicants certify that they are not presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, and that no persons shall be excluded from participation in the proposed project on grounds of race, color, creed, sex, national origin, handicap, or age.

The project director, the fiscal agent, and the authorized institutional agent must sign the application cover sheet, which certifies their agreement to comply with federal statutes as detailed on this page. If approved, the signed application form becomes part of the UHC grant agreement. Applicants must agree to remain in compliance with these statutes for the duration of the grant period and to provide immediate written notice to UHC if the certification is in error or if changing circumstances make it no longer accurate.

This page summarizes federal requirements. More detailed language or explanations may be requested from UHC.

CERTIFICATION REGARDING CIVIL RIGHTS STATUTES

Civil rights statutes prohibit discrimination against an otherwise qualified person on grounds of race, color, national origin, gender, age, or handicap. The applicant certifies that it will comply with the following non-discrimination statutes and their implementing regulations:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance;
- c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance;
- d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute. **Debarment and suspension statutes** prohibit awarding UHC grant funds to organizations (or their principals) barred from receiving any federal funds because of violations of labor standards provisions or antitrust laws, or because of (within the preceding three years) conviction or criminal or civil charges of fraud, theft, embezzlement, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, or termination for cause or default of any public transaction.

<u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION</u>
The prospective lower tier participant [applicant] certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant [applicant] is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Executive Summary

Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery

Abstract: "Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery" will document the Salt Lake City Cemetery as a historic landscape and will educate the citizenry of the significance of the cemetery as a historical, cultural, and environmental resource through the use of complementary literature, history, and philosophy studies that are integrated into high school classrooms, after-school programs, an exhibit, and two public tours of the cemetery between January and November 2006. Humanities Content: Eleventh and twelfth grade students from Judge Memorial Catholic High School and Juan Diego Catholic **High School** will explore cemetery studies through the humanities disciplines of history, literature and philosophy during the 2005/2006 school year. Global Artways is incorporating humanities-based field trips into the arts education instruction it offers to youth. The creative writing, sketches, and interpretive photos by the youth will be incorporated into an exhibit at the City & County Building in May 2006 and used as content for tours of the cemetery on Memorial Day and Halloween in 2006. The exhibit will feature the historical narrative, scaled drawings, and large-format archival photos from the Historic American Landscapes Survey (HALS) conducted by the historic landscape architecture firm, Susan Crook & Associates (SCA). Humanities Scholars: The following scholars have volunteered their expertise to the project: Jeffery Johnson - Bachelor of Arts, Brigham Young University; Senior Archivist, Joseph Smith Papers with the LDS Church History Department; former director of the State Archives. He has collected oral and written histories of the cemetery and has given cemetery tours for over 15 years. In collaboration with Utah Heritage Foundation, Mr. Johnson will serve as a docent for the student field trips and guide the participating youth in gaining a cultural and historical understanding of the site. He will also assist with the historical research for the HALS, the exhibit, and the tours. Linda Simpson - Bachelors of Arts in English, University of Utah; English teacher, Judge Memorial Catholic High School; recipient of the 2004-2005 Highest Award for Literary Magazine from the National Council of Teachers of English for the student literary publication, Catharsis. Reverend John E. Norman, Masters in Sacred Theology, Pontifical Gregorian University, Rome, Italy; Masters in Education Administration, University of San Francisco; teacher, Juan Diego Catholic High School; recipient of the 2005 Outstanding Educator of Year award from Catholic Diocese of Salt Lake City. Ms. Simpson and Rev. Norman will integrate cemetery studies into eleventh and twelfth grade history, literature and philosophy classes for the 2005/2006 school year; conduct humanities-based field trips with students to the cemetery; and guide students in creative writings/poetry and "feel of the experience" papers that reflect on the cemetery. Audience/ Access: Residents of Salt Lake City and Salt Lake County are the target audience for the exhibit and cemetery tours. The use of the youths' creative work and as docents for the tours will provide a humanistic link between future and past generations and spark an interest in stewardship of our city's cultural heritage. Salt Lake City Corporation, SCA, Utah Heritage Foundation, YouthCity Government, Global Artways, and Judge Memorial and Juan Diego Catholic High School will publicize the project to their constituencies via newsletters, flyers, websites, and public access television. Need: A humanities-focused historical study of the cemetery and a complementary community outreach effort fall outside the City's budgeted general fund expenditures. A grant of \$5,000 from the Utah Humanities Council supports the interest of the City to educate the Salt Lake area citizenry of the significance of the cemetery as a historical, cultural, and environmental resource.

Proposal Narrative

Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery

Project Description

Project Summary. The project will document the Salt Lake City Cemetery as a historic landscape using the Historic American Landscapes Survey (HALS) and will educate the citizenry in the Salt Lake area of the significance of the cemetery as a historical, cultural, and environmental resource through the use of complementary literature, history, and philosophy studies that are integrated into high school classrooms, after-school programs, and public tours. The resulting historical narrative from oral and written histories, scaled drawings, and large-format archival photos from the HALS and the creative writing, landscape/site sketches, and interpretive photos produced by middle and high-school students will be incorporated into a public exhibition and used as the content for public tours tentatively titled, "Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery." Salt Lake City Corporation is partnering with Susan Crook and Associates Historic Landscape Architecture (SCA); Utah Heritage Foundation; YouthCity/Global Artways; archivist and local historian, Jeffery Johnson; Judge Memorial Catholic High School; and Juan Diego Catholic High School to inform the public of the value and significance of the cemetery as a historic landscapes and as a record of our cultural heritage and of the need to preserve the cemetery for future generations.

Historical Significance. Salt Lake City Cemetery is the oldest and largest cemetery in the city, covering 250 acres with approximately 140,000 plots. It was established in 1847, and the first burial of the European immigrant settlers of Salt Lake City was in 1847. Many individuals, who were prominent in American history and in the founding of Salt Lake City, are buried there. The cemetery serves as a public park and a burial ground and is an important Utah example of a "lawn park" cemetery. The cemetery is operated and maintained in perpetuity by the Department of Public Services of Salt Lake City Corporation. In recognition of the environmental and cultural significance of cemeteries, the project supports the interest of the City in taking a wider role in managing the cemetery beyond grounds upkeep. The City's rival public burial ground, Mount Olivet, was established in 1874 by a Congressional land grant to a "gentile" cemetery association who viewed the Salt Lake City Cemetery as Mormon-only. The perception of segregation persists today.

Humanities Content. In what is increasingly a secular age, it is easy to underestimate the cultural significance of cemeteries. Death brings us together more profoundly, perhaps, than any other event, including birth. Cemeteries are the common ground that remind us of our mortality and humanity. Virtually all members of a society will, at some time, visit a cemetery for a funeral or for contemplation and remembrance of the dead. American lawn park cemeteries represent a mid-nineteenth century trend that changed the way Americans think about death and the dead. Inviting, park-like cemeteries that provided a beautiful place of repose of the dead and an asylum from the city of living were favored over older European styles in which each plot was edged with its own fence or wall, cluttering the landscape and making maintenance nearly impossible. Coffins began to be called caskets to indicate their function as a receptacle for something precious. And the fashionable name for a graveyard became "cemetery" from the Greek for "sleeping place." American lawn park cemeteries also expanded the role of cemeteries

for use as pleasure grounds, wildlife refuges, arboretums, ceremonial places and memorial parks as well as final resting places for our mortal remains. Our cultural traditions, social status, religious beliefs, and attitudes toward death and dying are perpetuated in our burial grounds, and our stewardship of them reflects the way we live as well as our funerary traditions. These traditions are reflected in past, current, and emerging literature, history, and philosophy. Cemeteries, therefore, play an important role in reflecting the religious and artistic dispositions of local cultures; they provide a wealth of information for history, literature, and philosophy scholars; and they offer a rich cultural and social educational opportunity for young people.

Need for the Project. There are five conditions that demonstrate the need for the project: 1) The cemetery is significant as a cultural landscape under National Register criteria, but is not listed on the National Register of Historic Places. A cultural landscape is defined as "a geographic area, including both cultural and natural resources and the wildlife or domestic animals therein, associated with a historic event, activity, or person exhibiting other cultural or aesthetic values." 2) Burials in the cemetery have been documented under the Utah Cemetery Inventory project, but no cemetery in Utah has yet been documented as a historic landscape using the Historic American Landscapes Survey (HALS). Only one HALS project has been completed in Utah to date. 3) The cemetery is reaching capacity and management options need to be considered. The HALS will serve as an existing conditions inventory for updating the cemetery management plan and for considering appropriate treatments to preserve its historic character and cultural resources. 4) Documenting the importance of the cemetery as a cultural repository can be used to leverage endowments for preservation maintenance. 5) Using the humanities to increase community awareness of the significance of the cemetery as a historical, cultural, and environmental resources provides an educational avenue to steep youth in local history and culture and to understand the role they will play as adults in preserving the city's cultural and historical resources.

Project Output 1: Historic American Landscapes Survey. SCA will conduct the Historic American Landscapes Survey (HALS) between January and April 2006. The HALS is a new tool recently established by the National Park Service (NPS) for documenting historic landscapes through historical narrative, scaled drawings, and large-format archival photos. Once completed the HALS will be submitted to the NPS for review. Upon acceptance, the HALS will be placed in the permanent collections of the U.S. Library of Congress and made available to the public for research, education and planning. The HALS will provide a record of the historic landscape of the cemetery for the community and for federal, state, and local agencies. The HALS will also provide a baseline inventory of the historic cemetery for use by the City in preparing or updating site management plans, maintenance manuals, and budgets.

Project Output 2: Companion High School Humanities Studies. As collaborative partners, Judge Memorial Catholic High School and Juan Diego Catholic High School are integrating cemetery studies into eleventh and twelfth grade history, literature and philosophy classes for the 2005/2006 school year. In addition to the classroom studies, the estimated 120 students will participate in educational field trips to the Salt Lake City Cemetery. Archivist and local historian Jeffery Johnson will serve as a docent for the field trips and guide the students in gaining a cultural and historical understanding of the site. In addition, the students will assist with the historic landscape narrative of the HALS. The students will return to the classroom and produce

creative writings/poetry and "feel of the experience" papers that reflect on the cemetery. Selected student writings will be submitted to *Catharsis*, the award winning literary publication of Judge Memorial Catholic High School.

Project Output 3: After-School Arts Education. As a collaborative City partner, YouthCity/Global Artways is integrating the project into the City's after-school arts education program for the 2005/2006 school year. Approximately 180 middle-school aged youth enrolled in YouthCity/Global Artways classes will participate in Friday afternoon art instruction field trips to the cemetery to produce sketches and photographs of the landscape and site. The youth will be instructed by a professional photographer/teaching artist, who will also produce the large-format archival photos for the HALS and integrate them into the art instruction of the classes.

Project Output 4: Cemetery Celebration Tours. SCA, students and teachers from Judge Memorial and Juan Diego Catholic High Schools, Utah Heritage Foundation, and Jeff Johnson will develop four concurrent 45-minute tours of the cemetery. Each tour will feature historical landscape points of interest and prominent burials, and they will incorporate creative writings by students and cemetery references in literary, historical and philosophical works studied by the students. Approximately twelve high-school age youth participating in YouthCity Government will be paired with a docent from the Utah Heritage Foundation and learn to conduct community tours of the cemetery. Each docent and youth pair will conduct tours of the cemetery on Memorial Day and Halloween of 2006 for an estimated 1,000 community members. The Utah Heritage Foundation will explore the possibility of incorporating the cemetery tour into its ongoing Guided Tours.

Project Output 5: Exhibit. The project partners will develop an exhibit of the project outputs that will be displayed in the City and County Building in May 2006. The exhibit will feature the historical narrative, scaled drawings, and large-format archival photos from the HALS; the creative writings and literature studies of the students from Judge Memorial and Juan Diego Catholic High Schools; oral and written histories and local cemetery lore collected by Jeff Johnson, and the sketches and photographs created by Global Artways' youth.

Sole Source Justification. Salt Lake City is contracting with SCA for the implementation and coordination of the project. SCA is the only landscape architecture firm in Salt Lake City with experience in conducting historic American Landscapes Surveys. SCA will provide expertise in landscape architecture, literature and history to document the historical, cultural, and environmental importance of the cemetery to local and state residents.

Need for UHC Funds. Salt Lake City designates an average of \$1,000,000 each fiscal year for grounds upkeep and general maintenance of the cemetery. However, the city-wide demand for financial resources for infrastructure maintenance and improvements places master plan studies and community outreach projects with an expanded humanities focus outside the budgeted expenditures of the City's general fund. Therefore, the City is seeking additional funding to conduct the HALS and to develop the community educational materials. The City's matching funds will be allocated through the Capital Improvement Program and the General Fund.

Personnel

Humanities Scholars. Jeffery Johnson, Senior Archivist for the Joseph Smith Papers with the LDS Church History Department and former director of the State Archives, has collected oral and written histories showing the social/cultural significance of the cemetery and given cemetery tours for over 15 years. He holds a Bachelor of Arts from Brigham Young University with a major in history and a minor in library science. His scholarly articles have been published in Sunstone; Conference of Intermountain Archivist's Newsletter; Exponent II, and Dialogue: A Journal of Morman Thought. He has been a speaker at annual meetings of the Society of American Archivists, Mormon History Association, Utah State Historical Society, Utah Women's History Association, and Utah Library Association. Linda Simpson, English teacher at Judge Memorial Catholic High School, holds a Bachelors of Arts in English from the University of Utah. She received the 2004-2005 Highest Award for Literary Magazines from the National Council of Teachers of English for the student literary publication, Catharsis. Reverend John E. Norman, teacher at Juan Diego Catholic High School, holds a Masters in Sacred Theology from Pontifical Gregorian University in Rome, Italy and a Masters in Education Administration from the University of San Francisco. He received the 2005 Outstanding Educator of Year award from the Catholic Diocese of Salt Lake City.

Humanities Resource and HALS Consultant. Susan Crook, a former English teacher and principal of SCA, will be the project manager. She holds a Master of Landscape Architecture and Environmental Planning from Utah State University and a Master in Community Education Administration from Brigham Young University. She has fifteen years of experience in landscape architecture and was the principal in charge of the HALS of the Orson Adams Farmstead in Harrisburg, Utah. She is a licensed landscape architect and chair for the Historic Preservation of Professional Interest Group for the American Society of Landscape Architects, which has published a number of her professional papers. SCA associate, Robin Carbaugh, will coordinate community education and outreach.

Project Director. Rick Graham will serve as the project director. He is responsible for general project oversight and for mobilizing city staff and in-kind resources. Mr. Graham is the director of the Department of Public Services for Salt Lake City Corporation and is responsible for the operations and management of the City's cemeteries, parks, and engineering services. He holds a Bachelor of Science in recreation management from the University of Utah.

Audience and Publicity

The target audience for this project includes residents of Salt Lake City and Salt Lake County, public officials and cemetery managers; the religious community; ethnographers; students; artists; landscape historians and preservationists; humanities professors; high school teachers; art education professionals; and youth programs instructors. Students, artists, historians and preservationists will be invited to volunteer as research assistants for the HALS survey. The exhibit and Cemetery Celebration Tours will be announced on the Salt Lake City Public Access TV station, City website, City Council and Mayor's Newsletters, and public radio such as KRCL. SCA will coordinate the design, production, and distribution of flyers to Wasatch Elementary School, Ensign Elementary School, Avenues businesses, and Sweet Library publicizing the exhibit and the cemetery tours. Utah Heritage Foundation will publicize the

project through its newsletter and website. YouthCity/Global Artways will publicize the project to families and youth through their quarterly newsletter and website. All publicity for the project will strive to reach the diverse age, racial, and ethnic groups of the community.

Contributing Organizations

Salt Lake City Corporation is the sponsor and fiscal agent for this project. City staff will provide technical support to include survey and mapping, document preparation and production, publicity, arts education instruction, and exhibit space. The City has not made any previous funding requests to Utah Humanities Council. Susan Crook and Associates Historical Landscape Architecture will direct the HALS; coordinate the document preparation with Salt Lake City managers and staff; facilitate participation of Judge Memorial and Juan Diego Catholic High Schools; liaise with the City, Utah Heritage Foundation, Jeff Johnson, and the high schools; prepare and make the public presentations. Judge Memorial and Juan Diego Catholic Schools have each agreed to involve two 11th and 12th grade classes and their teachers in the project. Jeffery Johnson is generously volunteering to serve as oral and written historian and to instruct high-school students in local lore of the cemetery. Utah Heritage Foundation, Utah's only independent statewide voice for historic preservation, has agreed to provide docents for the Cemetery Celebration Tours. Utah Humanities Council will be acknowledged as a funding partner on the title block or cover sheet of all documents and at the beginning of all oral presentations.

Evaluation Plan

Goals. The goals of the project are I) to raise awareness of the significance of the Salt Lake City Cemetery as a historic landscape and II) to show the need to preserve the historic integrity and character of the cemetery as a historical, cultural, and environmental resource.

Objectives. There are six key objectives on which the success of the project will be based. 1) HALS is completed and placed in the U.S. Library of Congress. 2) Approximately 120 high school students are exposed to humanities-based cemetery studies and produce creative writings and historical narratives related to the Salt Lake City Cemetery. 3) Approximately 180 middle-school aged youth participate in a creative humanities-based study of the cemetery and create interpretive sketches and photographs. 4) Two offerings of public tours (for approximately 1,000 individuals) of the cemetery with content grounded in the humanities are conducted by project partners. 5) Exhibit of project outputs is displayed for the citizenry at the City & County Building. 6) Salt Lake City updates the management plan for the cemetery to include preservation maintenance with clearly defined treatment of the historic resources.

Evaluation Criteria and Procedures. The efforts of the partner organizations to raise public awareness of the significance of the Salt Lake City Cemetery as a historic landscape and as a historical, cultural, and environmental resource will be considered successful if the key project objectives are completed and at least 80 percent of the projected number of youth and community residents participate in the project. SCA will coordinate the activities of the project partners to insure that objectives and project outputs are completed and that each partner uses standard data collection methods and evaluation processes.

Attachments

Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery

Salt Lake City Historic Cemetery Cultural Landscape Study Schedule

Task	Who	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Oct-06	Nov-06
Review existing documents	SCA								
Research narrative history	SCA/JJ/JM,JD					<u> </u>		i 	
Write "feel of experience"	JM,JD	•						 	
Write draft narrative	SCA/JM,JD								
Revise narrative	SCA/JM,JD							1 	
Write final narrative	SCA					l		l I	
Prepare base maps	SCA/SLC							<u> </u>	
Inventory landscape features	SCA/SLC							L	
Map landscape features	SCA/SLC							<u> </u>	
Revise drawings	SCA/SLC				1		<u> </u>	l 	
Prepare final drawings	SCA/SLC							<u> </u>	
Sketch/photograph features	SCA/GA		+					! !	
Prepare exhibit	All .							! !	
Present exhibit	SCA/SLC							<u> </u>	
Train docents	JJ/UHF/YCG			·			<u> </u>		
Conduct cemetery tours	JJ/UHF/YCG					•		•	·
Submit documents to HALS	SCA			•		•			
Submit photos to HALS	SCA						•		
Evaluate project	SCA/SLC							! !	♦
Submit project report	SCA/SLC							l I	<u></u> ◆

Legend:	GA = Global Artways
	HALS = Historic American Landscapes Survey
	JD = Juan Diego Catholic High School
}	JJ = Jeffery Johnson
	JM = Judge Memorial Catholic High School
}	SCA = Susan Crook and Associates
	SLC = Salt Lake City Corporation
	UHF = Utah Heritage Foundation
	YCG = YouthCity Government

K. Eric Jergensen Council Member-District Three

SAME GITY CORPORATION

September 1, 2005

Mr. Brandon Johnson, Program Officer Utah Humanities Council 202 West 300 North Salt Lake City, Utah 84103

Re: Support for Matching Grant for the Salt Lake City Historic Cemetery Study

Dear Mr. Johnson:

The Salt Lake City Cemetery, overlooking the valley from its location in the Avenues of Salt Lake City, is a very important part of our neighborhood and of our community. As the City Council Member representing District 3, I live nearby and appreciate its beauty and serenity as well as its rich historic character. Along with so many people from all over Utah, my wife and I go to the cemetery often to visit family gravesites. Considering this, I have a personal interest in assuring that we preserve both the beauty and the character of this special place.

Salt Lake City budgets \$1,000,000 each year for cemetery upkeep and maintenance. As the cemetery nears capacity and fewer plots are being sold, the City has also had to raise fees. Preservation of the cemetery will require careful study and planning and that process needs to begin now or else I fear we will lose many of the intrinsic qualities of this place that are so important.

The proposed historic cemetery study is a beginning toward completion of that final study and master plan to which I referred. It will actively engage our youth in gathering information that reflects the value of the Salt Lake City Cemetery as an important repository of our history. The City is allocating \$6,590 in cash and \$5,090 in-kind for this project, but other demands City funds do not allow us to fully fund this humanities focused historical study of the cemetery without your assistance.

It is anticipated that Rick Graham, Director of the City's Public Services
Department, will be responsible for general oversight and the coordination of in-kind

resources. I would appreciate your favorable review of this grant application for this most worthwhile project.

Sincerely,

Eric Jergenser

Salt Lake City Council Member

District Three

EJ/mh

cc: Susan Crook, Susan Crook and Associates Elizabeth Myers, Grant Acquisition, Salt Lake City Corp.

SAUT' LAKE; GHTY CORPORATION

DEPARTMENT OF PUBLIC SERVICES

ROSS C. "ROCKY" ANDERSON

September 1, 2005

Mr. Brandon Johnson Program Officer Utah Humanities Council 202 West 300 North Salt Lake City, Utah 84103

Dear Mr. Johnson,

On behalf of YouthCity Government and Global Artways, I am pleased to express our commitment to participate in the proposed project, "Cultural Landscape: The Meaning and Management of Salt Lake City Historic Cemetery." The project offers a rich cultural and educational opportunity for young people that will augment the after-school and summer programs we offer.

The high-school age youth who participate in YouthCity Government will serve as docents for the cemetery tours on Memorial Day and Halloween in 2006. YouthCity Government provides youth with leadership training and opportunities to actively participate in the community. The cemetery tours will serve as a community service project for them. Global Artways is committed to incorporating humanities-based field trips into the arts education instruction it offers to young people. The cemetery project offers a unique opportunity for Global Artways to encourage creativity in young people, to help them develop critical thinking, and to instill an appreciation of local history and culture while teaching basic art skills.

Thank you for considering the City's grant request. We look forward to serving as co-collaborators with the other project partners.

Sincerely,

amet Wolf, L.Q.S.W

Director of Youth and Family Programs Division

SC.A

SUSAN CROOK & ASSOCIATES
Historical Landscape Architecture

1963 SOUTH 1200 EAST #212
SALT LAKE CITY UT 84105

August 30, 2005

Utah Humanities Council 202 West 300 North Salt Lake City, Utah 84103-1108

Re: Cultural Landscape – Meaning and Management Salt Lake City's Historic Garden Cemetery

Dear Humanities Council:

Susan Crook and Associates Historical Landscape Architecture is excited to support the competitive grant application for the project, "Cultural Landscape – Meaning and Management of the Salt Lake City's Historic Garden Cemetery. As historical landscape architects, we rely on interdisciplinary collaborations with historians, archaeologists, cultural geographers, ethnographers, architects, engineers and other disciplines in the humanities and sciences to document and interpret historic resources. We appreciate the opportunity to join with Salt Lake City Corporation and lead the team of scholars, students, and professionals we have assembled for this project.

Our study teams often include students and volunteers who are trained to assist with field studies and document preparation. Their participation teaches them to see landscapes analytically, and to ask questions about the way we shape the land and how the land shapes us. We hope that this new way of seeing cultural landscapes will leave a lasting impression on the youth and volunteers who assist us with this project, and motivate them to be good stewards of our cultural heritage.

Thank you for the opportunity to be considered for a competitive grant from the Utah Humanities Council. We look forward to the opportunity of working with you and enriching our community.

Respectfully,

Susan Crook, ASLA

Principal



August 30, 2005

Utah Humanities Council 202 West 300 North SLC UT 84103

Re: UHC Grant Application for a Salt Lake City Cemetery Project

The Utah Heritage Foundation is excited to support the above named project which will highlight a wonderful historic landscape in the midst of our city. Using this landscape as a teaching tool is particularly appealing. We agree to provide approximately twelve docents who will be tutored by Jeff Johnson in preparation for the Celebration Tours on Memorial Day and Halloween of 2006. On those days, UHF trained docents will pair with youth government students to conduct Salt Lake City Cemetery tours. We will publicize the project through our website and newsletter.

After this one-time tour celebration, we will explore the possibility of incorporating the cemetery tour into our ongoing guided tours.

Sincerely,

Rob White

Executive Director

COUNCIL TRANSMITTAL

TO:

Rocky J. Fluhart,

DATE: March 10, 2006

Chief Administrative Officer

FROM:

Rick Dinse, Police Department

SUBJECT:

State of Utah Department of Health & Human Services Grant

Division of Substance Abuse & Mental Health

STAFF CONTACT: Krista Dunn at 799-3265 or Krista.dunn@slcgov.com

DOCUMENT TYPE: Adoption of Resolution by City Council

BUDGET IMPACT: \$50,000 of Grant Revenue

BACKGROUND/DISCUSSION: The Salt Lake City Police Department received a grant from the State of Utah, totaling \$50,000 of grant revenue. The grant is from the Department of Health and Human Services, Division of Substance Abuse and Mental Health.

The funding is to be used for the purpose of administering, coordinating, and promoting Crisis Intervention Team (CIT) Program training efforts throughout the State of Utah. CIT training academies shall be provided within the State of Utah to law enforcement agencies, government agencies, and mental health agencies.

Salt Lake City has created the CIT Academy for officers throughout the State, and the grant is designed to enhance the existing project that has been in existence since 2000. The City receives additional funding from Utah State University for this project.

Salt Lake City is the only entity, appointed by the State of Utah, to conduct academies and certify law enforcement officers as CIT officers. The academies are forty hours in length, and are designed to:

- 1. Increase officer awareness of mental health issues and empathy of mental health consumers.
- 2. Instruct officers in effective techniques utilized when encountering mental health consumers.
- 3. Certify officers through completion of written and practical skills testing, and
- 4. Broaden officers' knowledge of resources; and assist officers with providing safer intervention and resolution to mental health consumers in crisis.

This grant will fund the resources needed to provide training to law enforcement officers outside the Salt Lake City jurisdiction. Existing funding, from Utah State University, funds the academies within Salt Lake City. Outside agencies are also charged a nominal fee to cover the costs of training beyond that which is received through grant funding. (Salt Lake City does not subsidize the training of any non-SLC officers.)

RECOMMENDATION: Adoption of the Resolution to accept grant and contract between Salt Lake City and the State of Utah.

PUBLIC PROCESS: The award requires no public process other than City Council adoption by Resolution and Public Hearing pertaining to the budget opening.

RELEVANT ORDINANCES: None

RESOLUTION NO. OF 2006

AUTHORIZING SALT LAKE CITY TO ACCEPT THE STATE OF UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANT

WHEREAS, Title 11, Chapter 13 <u>Utah Code Ann.</u>, as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

- 1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$50,000.00 State of Utah, Department of Health and Human Services grant for the purposes of:
 - A. Administering, coordinating and promoting Crisis Intervention Team (CIT) Program training efforts throughout the State of Utah. CIT training academies shall be provided within the State of Utah to law enforcement agencies, government agencies, and mental health agencies.
 - B. Salt Lake City shall present and market the CIT program to areas not already involved in training throughout the State of Utah.
 - C. Salt Lake City has developed a forty-hour course to certify police officers as CIT officers:
 - 1. Increase officer awareness of mental health issues and empathy of mental health consumers.
 - 2. Instruct officers in effective techniques utilized when encountering mental health consumers.
 - 3. Certify officers through completion of written and practical skills testing, and
 - 4. Broaden officers' knowledge of resources; and assist officers with providing safer intervention and resolution, encompassing the following:
 - Introduction to clinical disorders
 - Psychotropic medications
 - Borderline personalities
 - Substance Abuse
 - Dual diagnosis
 - Legal Issues

- Suicide prevention
- Elderly and children's issues
- Developmentally disabled
- Community resources
- Consumer perspectives
- Intervention strategies
- 2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein and providing such agreements are approved as to form by the City Attorney or his designee.

of, 20	ty council of Salt Lake City, Utah, this day day 06.
	Salt Lake City Council
	By Chairperson
ATTEST:	Approved as to Form Salt Lake City Attorney's Office By: Aug & Spendlove Date: 3 / 10 / 2006

Contract No.: 061546
Salt Lake City Contract No. 02-3-06-1870

STATE OF UTAH CONTRACT

CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department
of Human Services, Agency Code: 200 Division of Substance Abuse and Mental Health, referred to as (STATE
or DHS/DSAMH), and the following

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CONTRACT PERIOD: Effective date: <u>JA</u> ! extended in accordance with the terms and c					
CONTRACT COSTS: CONTRACTOR will	ll be paid a maxim	um of \$ <u>50,000.00</u>	for costs authorize	ed by this contract.	
ATTACHMENT A: Division of Purchasing ATTACHMENT B: Utah Department of His ATTACHMENT C: Scope of Work ATTACHMENT D: Budget Forms Any conflicts between Attachment A and DOCUMENTS INCORPORATED INTO Ta. All other governmental laws, regulat b. Utah State Procurement Code and Present ATTACHMENT ATTA	uman Services Pay other Attachmen THIS CONTRACT ions, or actions app	ts will be resolve	d in favor of Atta	ACHED:	contract.
IN WITNESS WHEREOF, the parties sign	and cause this con	tract to be execute	ed.		
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Scott Atkinson, Assistant Chief a Lake City Police Department Ross Anderson, Mayor a Lake City APPROVED AS TO FORM Lake City Attorney's Office Date	//31/06 Date	Mark Payne, I Division of So Tracy Luoma Division of So Rouglas G. R State Division Richard Barke	Director abstance Abuse and Director Administration Administration of Purchasing PROCESSED BY VISION OF FINANCE, Contract Analysis of Finance	strative Services and Mental Health	Date 5 - 3 - 6 Date MAR - 1 2006

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

- AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, <u>Utah Code Annotated</u>, 1953, as amended, Utah State
 Procurement Rules (<u>Utah Administrative Code</u> Section R33), and related statutes which permit the State to purchase certain specified services,
 and other approved purchases for the State.
- CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION: The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE: The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- 8. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 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; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
- 11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
- 14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the

State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the 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 the State of Utah may otherwise have under this contract.

- 16. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING: All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will 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, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. **PROCUREMENT ETHICS**: The 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 or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity 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 (63-56-1002, <u>Utah Code Annotated</u>, 1953, as amended).
- 25. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

ATTACHMENT B UTAH DEPARTMENT OF HUMAN SERVICES PAYMENT TERMS AND CONDITIONS

- 1. <u>METHOD AND SOURCE OF CONTRACTOR PAYMENT</u>: To obtain payment for the services provided under this Contract, the Contractor shall submit to the STATE an itemized billing for its authorized services, together with the supporting information required for the reimbursement forms supplied by the STATE. The STATE shall then reimburse the Contractor by a warrant drawn against the STATE.
- 2. <u>BILLING DEADLINES</u>: The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period. All final billings under a contract must be received within twenty (20) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, the STATE may deny payment for such delayed billings or claims for services.

The State Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 20th of the following fiscal year, regardless of the termination date of the contract. The STATE may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 20th of the following fiscal year.

3. OVERPAYMENTS AND AUDIT EXCEPTIONS: If, during or after the contract period, an independent CPA audit or a fiscal review by the STATE determines that payments made by the STATE to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, the Contractor may be required to repay the incorrect payments it received. The STATE shall also have the right to withhold any or all subsequent payments under this contract or under other contracts with the Contractor until the STATE fully recoups any payments to the Contractor determined to have been made incorrectly.

Revised November 18, 2002

ATTACHMENT C: SCOPE OF WORK

I. CRISIS INTERVENTION:

CRISIS INTERVENTION TEAM (CIT) Training was initiated to assist Law Enforcement Officers in effectively dealing with a person experiencing a mental health crisis, as well as every day interaction with mental health consumers. Officers from Law Enforcement uniformed patrol divisions volunteer to participate, become a member of their agency's Crisis Intervention Team, and receive specific training.

The CIT Officer receives training to:

- A. Identify characteristics of various mental health disorders,
- B. Provide a safer intervention for the consumer, the community, and the officers

CIT Officers gain an understanding of all options to assist in finding the best solution for the consumer and the community.

II. PROGRAM:

- A. The Contractor shall administer, coordinate, and promote CIT Program training efforts throughout the State of Utah. CIT training academies shall be provided within the State of Utah to law enforcement agencies, government agencies, and mental health agencies.
- B. The Contractor shall present and market the CIT program to areas not already involved in training throughout the State of Utah.

C. CURRICULUM:

The Contractor has developed a forty-hour course to complete in a one-week session. The training will:

- 1. Increase Officers awareness of mental health issues and empathy of mental health consumers
- 2. Instruct Officers in effective techniques utilized when encountering mental health consumers, and
- 3. Broaden Officers knowledge of resources; and assist Offices with providing a safer intervention and resolution, encompass the following:

The training includes but is not limited to:

- Introduction to clinical disorders
- Psychotropic medications
- Borderline personalities
- Substance Abuse
- Dual diagnosis

- Legal Issues
- Suicide prevention
- Elderly and children's issues
- Developmentally disabled
- Community resources
- Consumer perspectives
- Intervention strategies

D. CERTIFICATION:

- 1. Officers who have completed the Crisis Intervention Team training are eligible for Certification by:
 - a. Demonstrating their acquired skills through practical testing, and
 - b. Completing and passing a written exam
- 2. Certification is valid for a two-year period.
- 3. To maintain Crisis Intervention Team certification Officers are required to attend four hours of continuing education every two years.

E. REPORTING:

The Contractor shall coordinate the documentation of CIT training and certification. The Contractor shall submit the following reports to the DHS/DSAMH Mental Health Program Administrator each year the contract is in effect:

- Quarterly Reports: March 31st, June 30th, September 30th, December 31st, and
- 2. Year End Reports: December 15th

Name of Contractor: Salt Lake City Police Department

Name of Individual Preparing Budget: Krista Dunn

(Projected Revenue Current Year) DHS Contract Specialist:

REVENUE SOURCES	TOTAL REVENUES	200	FUNCTIO	ONAL REVE		ERS ate Program	PRIOR YEAR REVENUES	
		State	IOTI	SLC	Other LE	Reg. Fees		
1 This Contract (Division/Office of Substance Abuse & Mental Hea	50,000	50,000						
2 Other Contracts this same DHS Divison/Office								
3 Contracts with other DHS Divisions (specify)								
4 Other State of Utah Departments								
Local Units of Government:								
5 City (specify) Salt Lake City	37,827			38,827				
6 County (specify)								
7 Associations of Governments (specify)Participating LE Agencies	19,720				19,720			
8 Federal Block Grants (specify)						-		
9 Other Federal Programs (specify)								
10 Collections and Fees from clients					-	10,275		
11 United Way Funding					7		-	
12 Other contributions (specify)			-					
13 Other Organizations (specify) USU/IOTI Grant	20,000		20,000					
14 Special Fund Raising								
15 Prior Years Excess Funds (Estimate)					-			
16 Miscellaneous (specify) Registration Fees	1						1	
17 TOTAL REVENUE	137,822	50,000	20,000	38,827	19,720	10,275		
A	В	С	D	Е	F	G	Н	1

CATEGORY I ADMINISTRATION EXPENSES	TOTAL		FUNCT	图 特別	THIS	PRIOR YEA			
	EXPENSES	State	IOTI	SLC		Reg. Fees			CONTRACT EXPENSES
1 Salaries *(from salary schedule, page 7)	15,640		i	10,147	i	1.09.7000		5,493	
2 Fringe Benefits (employer taxes, health insurance, etc)	10,010							0,100	
3 Travel/Transportation (vehicle mileage, etc)						-			
4 Space Costs (rent, mortgage, lease)									
5 Utilities (heat, electricity, water, garbage/sewage)									
6 Communications (telephones, postage, etc.)									
7 Equipment/Furniture (under \$5,000 per item-computer,									
desk, table, chair, cabinet, etc.)									
8 Supplies/Maintenance (Office items, shipping, postage)									
9 Miscellaneous									
10 Conferences/Workshops						1 1	16		
11 Insurance (property/casualty, auto, professional, etc)	y								
12 Professional Fees/Contract Services						79.7			
13 CATEGORY I TOTAL ADMINISTRATION EXPENSES	15,640	5,493		10,147				5,493	
CATEGORY II CAPITAL EXPENDITURES (Equipment costing \$5,000 or more or as determined for financial reporting purposes)									
14 For example: vehicles, buildings, lease improvements									
15 CATEGORY II TOTAL CAPITAL EXPENDITURES	0							0	
A	В	С	D	E	F	G	Н	1	J

DHS BUDGET STATEMENT FORM

Name of Contractor: Salt Lake City Police Department

CATEGORY III PROGRAM EXPENSES	TOTAL EXPENSES	Allocati	FUNCTION On of Total	ms .	THIS	PRIOR YEA			
		State	IOTI	SLC	Other LE	Reg. Fees		EXPENSES	EXPENSES
Salaries *(from salary schedule, page 7)	74,992	19,672	1,310	27,680	19,720	6,610		19,672	
2. Fringe Benefits (employer taxes, insurance, retirement)									
3. Travel/Transportation Mileage Vehicle Lease Vehicle Depreciation Vehicle Repairs/Supplies Other (specify)	3,920	3,920						3,920	
4. Space Costs Rent/Lease Depreciation Property Taxes Other (specify)									
5. Utilities Power Heat Water/Sewer Other (specify)						2 20			
6. Communications Telephone Postage/shipping Other (specify)			* F				(8		
7. Equipment/Furniture (Under \$5,000) Rent/Lease Repair/Maintenance Depreciation Other (specify)	7,120	6,215			,	905		6,215	
8. SUB TOTAL PAGE 3	86,032	10,135				905		29,807	
. A	В	С	D	Е	F	G	Н	1	J

Name of Contractor: Salt Lake City Police Department

CATEGORY III PROGRAM EXPENSES	TOTAL	Allocati	FUNCTION On of Total	ms C		PRIOR YEAR			
	是是1000000 a 200000000000000000000000000000	State	IOTI	SLC		Reg. Fees		EXPENSES	EXPENSES
9. Supplies/Maintenance Program Services Food Maintenance Office expenses Other (specify)	15,900	8,300	4,840			2,760		15,900	
10. Miscellaneous Printing/Copying Books/Subscriptions Licenses/Permits Taxes Other (specify)									
11. Conferences/Workshops Out of Town Travel, room, meals, etc. Transportation Per Diem Other (specify)	6,400	6,400	9					6,400	
12. Insurance		7.9					100		
Professional Fees/Contractual Services Sub-Contracts Other (specify)	13,850	2	13,850	9				0	
14. Client Cost Direct payments to Clients Payments made in behalf of clients Other (specify)									
15. SUB TOTAL PAGE 4	36,150	14,700	18,690	0	0	2,760		14,700	
16. CATEGORY III TOTAL (PROGRAM EXPENSES)	122,182	24,835	20,000	27,680	19,720	10,275		44,507	
17. TOTAL EXPENSES (CATEGORIES I, II, III)	137,822	24,835	20,000	37,827	19,720	10,275		50,000	
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DHS BUDGET JUSTIFICAITON FORM

Name of Contractor: Salt Lake City Police Department

Provide back-up justification of the total shown for the following Budget categories. Include individual sub-categories if different back-up data (rate basis of estimate costs, etc.) apply.

If this contract is for more than one service and costs are allocated between cost centers, explain cost allocation basis. Attach additional pages if necessary

EXPENSE CATEGORY	JUSTIFICATION BASIS ALLOCATION PLAN (Explain how the expenses were determined)
Category I Administration Expenses Total administration expenses may not exceed 25% of total program expenses (Category III)	
1. Salaries	Salt Lake City Police Department's Program Director and Program Coordinator administer the statewide CIT program. The \$5,493 proposed for this line item comprises just under 11% of the total request. Salt Lake City has requested for the State to pick up this portion of the cost of providing the program to areas of the state outside of Salt Lake City.
2. Fringe Benefits	
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
 Equipment/Furniture (not capitalized or depreciated) 	
8. Supplies/Maintenance	
9. Miscellaneous	
10. Conferences/Workshops	
11. Insurance (property/casualty, auto, professional, etc)	
12. Professional Fees/Contract Services	
Category IICapital Expenditures	

EXPENSE CATEGORY	JUSTIFICATION BASIS ALLOCATION PLAN (Explain how the expenses were determined)
Category III Program Expenses	
1. Salaries	Salaries in this category represent a percentage of the salary of the SLC Program Director and Coordinator for CIT Academies in Salt Lake City, as well as the rest of the State. In addition, it covers a percentage of the cost of these individuals presenting the program and marketing it to other areas of the state and to send the Program Director and Coordinator to needed training. Further, a percentage of the salary of each of the Program Coordinators from Salt Lake County Sheriff's Office, Weber County Sheriff's Office, Orem Police, and St. George Police, for their part in carrying out the CIT Academies in their areas, is included. (see salary page 7 for percentage for each)
2. Fringe Benefits	
	The travel and lodging costs for the SLC Program Director and Coordinator are provided for the following activities: Remote CIT presentations to market the program in other areas of the state, travel and lodging for CIT Academies outside of the Wasatch Front, and travel and lodging for
3. Travel/Transportation	Coordinator Training for the National CIT Conference, state conference, and other related training.
4. Space Cost	
5. Utilities	
6. Communications	
 Equipment/Furniture (not capitalized or depreciated) 	This line item includes the cost ofequipment necessary for conducting CIT Academies. These items include: "Voices" Audio Equipment for training officers to respond to subjects with schizophrenia, and training guns and training handcuffs.
9. Supplies/Maintenance	All supplies are those given to participants of the CIT Academies including: manual, certification pins, lanyards, and food provided during the academies.
10. Miscellaneous	
11. Conferences/Workshops	
12. Insurance	
13. Professional Fees/Contract Services	
14. Client Costs	

Name of Contractor:_

NAME	TITLE	TOTAL SALARY	TOTAL ADMIN. SALARY	%	This Contract ADMIN SALARY	%	TOTAL PROGRAM SALARY	%	This Contract PROGRAM SALARY	%
Ron Bruno	Program Director	81,332	13,090	16	4,614	6	27,636	34	9,836	1.2
Liane Frederick	Program Coord.	68,094	2,550	3.7	879	1.3	27,636	41	9,836	14
SL County Sheriff Representative	Program Coord.	80,000	0	0	0	0	5,440	6,8	0	0
SL County Sheriff Representative	Program Coord.	80,000	0	0	0	0	1,360	1.7	0	0
Weber County Sheriff Representative	Program Coord.	80,000	0	0	0	0	4,080	5.1	0	0
Orem Police Representative	Program Coord.	92,000	0	0	0	0	4,080	4.5	0	0
St. George Police Representative	Program Coord.	106,000	0	0	0	0	4,760	4.5	0	0
	TOTALS 👄	587426	15,640	2.7	5,493	1	74,992	13	19,672	3.3
A *Indicate Part Time Employees	В	С	D Total to page 2 Line 1, column B		E Total to page 2 Line 1, column I		F Total to page 3, Line 1, column B		G Total to page 3, Line 1, column I	