

**AGREEMENT BETWEEN WENDOVER CITY AND
TOOELE COUNTY FOR LAW ENFORCEMENT SERVICES**

This Agreement, dated this 20 day of November, 2007 is made and entered into by and between **TOOELE COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and **WENDOVER CITY**, a municipal corporation of the State of Utah, hereinafter referred to as "City," pursuant to §11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act.

WITNESSETH

WHEREAS, City wants a safe and secure environment for its citizens, businesses, and all others within the city boundaries; and

WHEREAS, City desires to make the most cost effective use of tax dollars to provide law enforcement services; and

WHEREAS, City feels that the Tooele County Sheriff will provide excellent, cost effective, law enforcement services within the City boundaries; and

WHEREAS, the Tooele County Sheriff's Office is able and willing to provide the law enforcement services needed by City; and

WHEREAS, City and County have determined that it is mutually advantageous to enter into this Agreement for the Tooele County Sheriff's Office to provide law enforcement services in the City; and

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

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act, the parties hereby agree as follows:

**SECTION ONE
AGREEMENT**

- 1.01** County, through the Tooele County Sheriff's Office, agrees to furnish law enforcement services and to enforce State laws and City ordinances within corporate limits of Wendover, to the extent and in the manner hereinafter set forth.
- 1.02** This Agreement terminates and supersedes any existing law enforcement service agreement, whether oral or written, between the parties.

- 1.03 The concepts set forth in the above recitals are recognized and incorporated as an integral part of the Agreement.

SECTION TWO SCOPE OF SERVICES

- 2.01 The Tooele County Sheriff's Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and City ordinances and will conduct traffic enforcement, felony investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power and ability of the Sheriff to provide.
- 2.02 The personnel and equipment furnished by the Sheriff will provide an active field force on duty within the City corporate limits providing direct law enforcement services and/or shared patrol/call response 24 hours per day, 365 days per year.
- 2.03 County will designate an appropriate supervisor as the liaison to City for the purpose of coordinating the activities of the Sheriff's Office, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.

SECTION THREE SPECIAL EVENTS

- 3.01 The Sheriff will respond, upon request, to special law enforcement situations that may arise from time to time within the City for traffic enforcement of special events, celebrations or parades, and such other special law enforcement help that is normally provided to the residents of the unincorporated areas of the County.

SECTION FOUR EQUIPMENT AND OTHER FACILITIES

- 4.01 County will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms, and other items of equipment reasonably necessary to provide the services described herein.

SECTION FIVE AUTHORITY AND EMPLOYMENT STATUS

- 5.01 In order to perform law enforcement services and functions for the City pursuant to this Agreement, and to give official status to the officers performing these duties; every County officer engaged in performing any such service and function shall be sworn in as a City Officer. For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in the Agreement.
- 5.02 All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil

service, or any other City benefit for services provided hereunder. County will have full supervision authority over all persons employed to carry out the requirements of this Agreement.

SECTION SIX INDEMNIFICATION BY CITY

- 6.01 City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. City shall also defend and indemnify County for all claims and expenses that arise out of the enforcement of a City ordinance that is deemed to be unlawful or unconstitutional.

SECTION SEVEN INDEMNIFICATION BY COUNTY

- 7.01 County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of County in connection with the performance of the Agreement. County shall indemnify and hold City free and harmless from all claims that arise as a result of the negligence or fault of County, its officers, agents, and employees. In the event that City or any of its officers or employees are named as co-defendants with the County or any of its offices or employees in any civil action based upon the delivery of services under the terms of this Agreement, County agrees to undertake the defense of City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of City or its officer or employee named as a co-defendant in such civil actions.

SECTION EIGHT RESPONSIBILITY FOR SALARY AND BENEFITS

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

SECTION NINE PERIOD OF AGREEMENT

- 9.01 Unless sooner terminated as provided for herein, this Agreement shall run for a fifty-four (54) month period, effective 12:01 a.m., January 1, 2008 until 12:00 midnight, June 30, 2012. The Sheriff shall be the administrator of the Agreement.

- 9.02 In the event City desires to extend this Agreement for a succeeding five-year period, the City Council shall notify the Board of County Commissioners by March 31, 2012 that it wishes to renew the Agreement, whereupon the Board of County Commissioners, not later than April 15, 2012, shall notify the City Council in writing of its determination concerning the renewal for an additional five-year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this Agreement shall terminate at the end of the fifty-four (54) month period.
- 9.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

SECTION TEN COST OR PAYMENT

- 10.01 City agrees to pay County the amount set forth in the contract, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The amount listed in the proposal includes, but is not limited to, salary, benefits, clothing costs, training, overtime, supervision, supplies, telephone, motor pool, system services, insurance, equipment, and associated administrative costs.
- 10.02 City shall remit one quarter (1/4) of the contract amount to the Tooele County Auditor, 47 South Main Street, Tooele, Utah 84074, within twenty (20) days after the close of each calendar quarter. If such payment is not remitted to the County Auditor when due, County is entitled to recover interest thereon as well as the contract amount. Interest shall be at the rate of twelve percent (12%) per annum.
- 10.03 The rates set forth in the contract may be renegotiated, at the request of either party, prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedure for the determination of such rate as adopted by the Board of County Commissions and agreed to by City.
- 10.04 The compensation paid by City to County pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, County agrees not to offset the Sheriff's present or future budget because of the compensation paid pursuant to this Agreement.

SECTION ELEVEN REPORTS AND RECORDS

- 11.01 Records will be maintained of all law enforcement activity and services in the City and the records will be accessible to the City at all reasonable times. The Sheriff's Office will prepare an annual report of law enforcement efforts in the City and will review the report with the City Council each year at one of the Council's regular meetings.

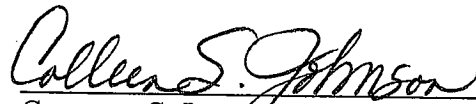
**SECTION TWELVE
PROBLEM RESOLUTION**

12.01 The City's Mayor, City Council, or other designated representatives, shall have the right upon request to meet and confer with the Sheriff and/or his designated contract representatives, to discuss any problems arising from the Sheriff's Office performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.


TOOELE COUNTY SHERIFF'S OFFICE:


FRANK PARK, Sheriff


TOOELE COUNTY COMMISSION:

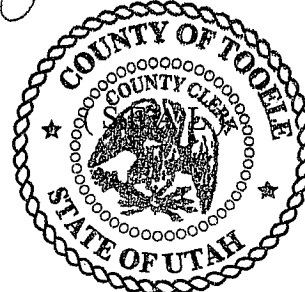

COLLEEN S. JOHNSON, Chairman

APPROVED AS TO FORM:

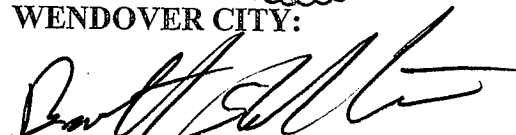

DOUG HOGAN, Tooele County Attorney

ATTEST:

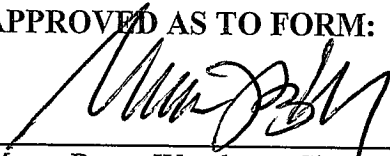

MARILYN K. GILLETTE, Clerk



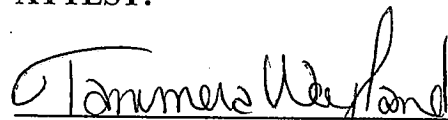
WENDOVER CITY:


BRETT SHELTON, Mayor

APPROVED AS TO FORM:


MARK BELL, Wendover City Attorney

ATTEST:


TAMMERA WEYLAND, Clerk

(SEAL)