

**AGREEMENT BETWEEN WEST HAVEN CITY AND
WEBER COUNTY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into pursuant to § 11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and West Haven City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

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 Weber County Sheriff will provide excellent, cost effective law enforcement services within the City boundaries; and

WHEREAS, the Weber 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 Weber 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** The County, through the Weber County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and City ordinances within the corporate limits of City, 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 this Agreement.

**SECTION TWO
AGREEMENT**

- 2.01** The Weber 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 and misdemeanor 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 on behalf of the City, providing direct services 24 hours per day, 365 days per year.
- 2.03** The County will designate a deputy and/or an appropriate supervisor as the liaison to the 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.
- 2.04** The City may request additional services or personnel not otherwise provided for in this Scope of Services Section. Sheriff will review the need /request with City to determine whether such additional service is feasible and will determine the cost of providing the service to City. If both City and Sheriff agree on the service and the cost, the parties shall execute a written amendment to this Agreement containing the additional services and costs agreed upon.
- 2.05** The Sheriff's Office will provide and participate in crime prevention programs, including programs to prevent crime in both residential and business areas.

**SECTION THREE
SPECIAL EVENTS**

- 3.01** The Sheriff will respond, to reasonable requests, to special law enforcement situations that may arise from time-to-time within the City for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other special law enforcement assistance or community policing.

**SECTION FOUR
EQUIPMENT AND OTHER FACILITIES**

- 4.01** The 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** For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in this Agreement. 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. The County will have full supervision authority over all persons employed to carry out the requirements of this Agreement.

**SECTION SIX
INDEMNIFICATION BY THE CITY**

- 6.01** The 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. The City shall also defend and indemnify the 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** The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. In the event that the 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, the County agrees to undertake the defense of the 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 the 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 the City or its officer or employee named as a co-defendants in such civil actions.

**SECTION EIGHT
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01** The 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 the City and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The 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 the County hereby agrees to hold the City harmless against any such claim.

**SECTION NINE
PERIOD OF AGREEMENT**

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., July 1, 2022 and shall run for a sixty (60) month period until 12 midnight June 30, 2027. The Sheriff shall be the administrator of this Agreement.
- 9.02** In the event the City desires to extend this Agreement for a succeeding five (5) year period, the City Council, by March 31st of the year of the expiration date of this Agreement, shall notify the Board of County Commissioners that it wishes to renew the agreement, whereupon the Board of County Commissioners, not later than April 15th, shall notify the City Council in writing of its determination concerning the renewal for an additional five (5) 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 five (5) year 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** The City agrees to pay to the County the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Attachment A includes, but is not limited to: salary, benefits, uniform costs, training, overtime, supervision, supplies, communications equipment, fleet/motor pool expenses, system services, insurance, crime scene investigations, equipment, and associated administrative/support staff costs. The contract cities pay the costs of the enforcement positions that are not covered by the general fund. The amount that each city pays is determined using a population and calls for service formula (See Attachment A). Costs are determined annually. The costs for the next fiscal year (July – June) will be calculated and sent to the contract Cities no later than January 15th prior to the new fiscal year. An annual adjustment will be deducted from the amount billed to the City for any State Beer Tax Funds collected by the County on behalf of the City.

- 10.02** The City shall remit one quarter (1/4) of the contract amount to the Weber County Sheriff's Office, 721 West 12th Street, Ogden, UT 84404, within 20 days after the close of each calendar quarter. If such payment is not remitted to the County Sheriff 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 Attachment A may be renegotiated, at the request of either party prior to July 1st of each year of this Agreement, to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Board of County Commissioners and agreed to by City.
- 10.04** The compensation paid by the City to the 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, the 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.
- 11.02** The Sheriff's Office will coordinate with the City to provide an activity report that details the activities of the Sheriff's Office in the City. The report shall contain, at a minimum, the number of calls answered and the number of traffic stops made. Additional details may be provided, as requested by the City, as long as that information is reasonably obtainable and does not violate law or Sheriff's Office policy. The report will be generated and provided monthly. However, that frequency may be modified if agreed to by the City and the Sheriff's Office.

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.

IN WITNESS WHEREOF WEST HAVEN CITY, BY RESOLUTION DULY ADOPTED BY ITS City Council, causes this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Weber, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chairman of said Board and attested by its Clerk, all on the day and year appearing below their respective signatures.

WEST HAVEN CITY

By _____

Mayor

Date: _____

ATTEST:

City Recorder

Approved as to form and for compliance with State law:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____

Scott Jenkins, Chair

Date _____

ATTEST:

Approved as to form and for compliance with State law:

Weber County Clerk/Auditor

Weber County Attorney's Office