

**AMENDED AGREEMENT BETWEEN OGDEN VALLEY 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 Ogden Valley 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 SERVICES

- 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.
- 2.06** As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to 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, protection from vandalism 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** 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.
- 4.02** All equipment, vehicles, facilities, communications systems, uniforms, firearms, and other tangible or intangible property furnished or used by the County or the Sheriff's Office in performing this Agreement shall remain the sole property of the County unless the parties expressly agree otherwise in a written amendment to this Agreement. If the parties hereafter jointly acquire any property for use in the joint or cooperative undertaking described in this Agreement, the written instrument authorizing the acquisition shall specify each party's ownership interest and shall address the manner in which such jointly acquired property will be managed, used, and disposed of when it is no longer needed for the purposes of this Agreement.

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 GOVERNMENTAL IMMUNITY

- 6.01** The parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Ann. Title 63G, Chapter 7 (the "Act"). The parties do not intend to, and this Agreement shall not be construed to, waive, limit, or otherwise modify any rights, immunities, defenses, damage caps, or other protections provided by the Act or by any other applicable law. Any duty to defend, indemnify, or hold harmless provided for in this Agreement is limited to the extent permitted by the Act and other applicable law.

SECTION SEVEN NO PARTNERSHIP OR JOINT VENTURE

- 7.01** No Partnership or Joint Venture. Nothing in this Agreement shall be construed to create a partnership, joint venture, or joint employer relationship between the parties. Each party is and shall remain a separate and independent governmental entity, and no officer, agent, or employee of one party shall be considered an officer, agent, or employee of the other party for any purpose.

- 7.02** No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

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 become effective as soon as Ogden Valley City's incorporation becomes effective and shall run through June 30, 2026. The Sheriff shall be the administrator of this Agreement.
- 9.02** In the event the City desires to extend this Agreement for a succeeding 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 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 agreement period, unless the parties agree to extend the deadlines.
- 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-half (1/2) of the total contract amount to the Weber County Sheriff's Office, 1400 S. Depot Drive, Ogden, Utah 84404, within thirty (30) days after the close of the first calendar quarter of 2026, with such payment due no later than April 30, 2026. The remaining one-half (1/2) of the contract amount shall be billed at the close of the second calendar quarter of 2026 and shall be due within thirty (30) days thereafter. Any amount not received by the applicable due date shall accrue interest at a rate of six percent (6%) per calendar annum, beginning on the day following the due date.
- 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, the parties have approved and signed this agreement on the day and year appearing below their respective signatures.

CITY

By _____
Mayor

Date _____

Approved as to form and for compliance

City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Approved as to form and for compliance

Weber County Clerk/Auditor

Weber County Attorney's Office