

**RESOLUTION NO. R- 01 -2021**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN  
EAGLE MOUNTAIN CITY AND UTAH COUNTY  
FOR LAW ENFORCEMENT SERVICES**

*PREAMBLE*

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Interlocal Agreement between Eagle Mountain City and Utah County for Law Enforcement Services, as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Interlocal Agreement between Eagle Mountain City and Utah County for Law Enforcement Services, as set forth in Exhibit A.
2. The Interlocal Agreement between Eagle Mountain City and Utah County for Law Enforcement Services is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.


ADOPTED by the City Council of Eagle Mountain City, Utah, this 5<sup>th</sup> day of January, 2021.



EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

BY: Lianne Pengra   
For: Fionnuala B. Kofoed, MMC  
City Recorder

**CERTIFICATION**

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 5<sup>th</sup> day of January, 2021.

Those voting aye:	Those voting nay:	Those excused:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis
<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input checked="" type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love

By: Lianne Pengra   
For: Fionnuala B. Kofoed, MMC  
City Recorder

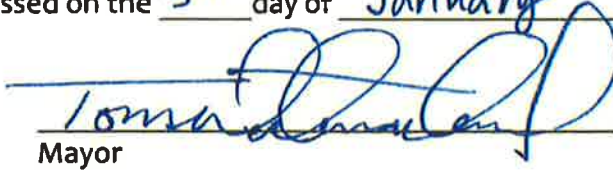
Posted to City bulletin boards on 01.09.2021 by 

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
DAVID O. LEAVITT  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

**EAGLE MOUNTAIN CITY**

Authorized and passed on the 5<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:   
\_\_\_\_\_  
Deputy CITY RECORDER



APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

  
\_\_\_\_\_  
CITY ATTORNEY

# Exhibit A

**AGREEMENT NO. 2020-1005**

**INTERLOCAL COOPERATION AGREEMENT WITH EAGLE MOUNTAIN CITY  
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of December, 2020, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

**WHEREAS**, the parties to this AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

**WHEREAS**, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration, and personnel, to handle the needs of the CITY; and

**WHEREAS**, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

**WHEREAS**, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION.**

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence July 1, 2020 and terminate June 30, 2024. This AGREEMENT shall automatically renew for a four-year term terminating June 30, 2028 pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least one year prior to the end of the initial term.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The

COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

**Section 3. PURPOSES AND DESCRIPTION OF SERVICES.**

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to

Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and renewal terms of this AGREEMENT.

COUNTY currently provides CITY the equivalent of 20 full-time deputies plus staff to provide law enforcement services to CITY as indicated on the attached staffing plan. The staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource officers and office staff, to ensure the needs of the CITY and its residents are being met and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel per the staffing plan (Collectively referred to hereafter as "Deputy Services"). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel as requested by CITY ("Additional Deputy Services") and the staffing plan amended accordingly as provided in Section 11 below. COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

**Section 4. MANNER OF FINANCING.**

Prior to the commencement of the initial, and renewal terms, COUNTY shall document and verify the cost of Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, hereinafter the "Cost", and provide the



same to CITY. The Cost shall not include the insurance reimbursement stated in Section 9, overtime, and on-call which are calculated and paid separately.

COUNTY agrees to notify CITY of the Cost by May 1<sup>st</sup>, for the renewal term commencing July 1<sup>st</sup>. The Cost established at the beginning of the initial and renewal terms shall automatically increase 4% per year on July 1<sup>st</sup> of each contract year. COUNTY will bill CITY monthly for the Cost. Within 30 days of billing from COUNTY, the CITY shall pay the Cost to the COUNTY. Any billing amounts which remain unpaid in full more than 30 days from billing shall bear interest at 12 percent per annum until paid in full.

The cost of Additional Deputy Services added during the initial or renewal terms shall be fixed at the time the Additional Deputy Services are provided and the Cost of the Deputy Services increased accordingly. The increased cost of the Deputy Services shall then be used to determine the yearly automatic increase.

Additional law enforcement expenses incurred by COUNTY as a result of federal or state statute or regulation will be added to the Cost of the Deputy Services which shall be increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

**Section 5. TERMINATION.**

A. Voluntary. Either party shall have the right at any time after the effective date of this AGREEMENT to terminate this AGREEMENT without cause by giving the other party one year's notice in writing by registered mail, return receipt requested. If notice is given, this AGREEMENT shall terminate upon the expiration of one year from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

**Section 6. SUPPLIES AND EQUIPMENT**

COUNTY and/or CITY may provide such office equipment (telephones, desks, chairs, etc.) and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this AGREEMENT shall remain the property of the party providing the office equipment.

COUNTY agrees to purchase the necessary equipment for Deputy and Additional Deputy Services funded by CITY, including but not limited to vehicles, radios, and computers. As part of the Cost established by this AGREEMENT, CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers shall remain assigned to the CITY, regardless of personnel changes. At the end of the depreciation period for CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, COUNTY shall sell at auction the equipment pursuant to COUNTY'S policies and procedures. The revenue generated by said sales will be paid to the CITY within 30 days of receipt of said revenue. Should COUNTY desire to retain any CITY assigned equipment after the established depreciation period, COUNTY shall pay CITY the fair market value of said equipment. For existing equipment already assigned to CITY and in service under the prior agreement, CITY's payments under the prior agreement satisfy the depreciation of the equipment as of July 1, 2020.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

- a. Fully depreciated equipment shall be transferred to CITY.
- b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.

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c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.

d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation (CITY percentage - paid depreciation divided by total depreciation times sale price) and unpaid depreciation (COUNTY percentage - unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.

e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

**Section 7. REFERENCE TO JUSTICE COURT.**

Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law, or is contrary to the exercise of prosecutorial discretion.

**Section 8. INDEMNIFICATION.**

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this AGREEMENT by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents, or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

**Section 9. INSURANCE**

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq., or a successor statute, to insure against loss or liability arising out of a party's performance of this AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this AGREEMENT on a reimbursement basis, CITY shall pay COUNTY \$1,176.47 per deputy per year or such greater amount for the increase to COUNTY'S insurance premium related to providing law enforcement services to CITY to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall

not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

**Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 11. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

**Section 12. SEVERABILITY.**

If any term or provision of this AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this AGREEMENT unenforceable.

**Section 13. GOVERNING LAW.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. PRIOR AGREEMENTS**

This is the entire AGREEMENT between the parties. From the commencement of services under this AGREEMENT, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded and replaced. However, services rendered under the prior agreement are governed by and subject to the terms and conditions of the prior agreement until the commencement of services under this AGREEMENT. The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

**UTAH COUNTY**

Authorized and passed on the 2nd day of December, 2020.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

DocuSigned by:  
Tanner King  
B5F901485FEC42D  
Commissioner

ATTEST:  
AMELIA POWERS GARDNER  
Utah County Clerk/Auditor

DocuSigned by:  
By: Alice Black  
2937075D91C74DB...  
Deputy

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

DAVID O. LEAVITT  
Utah County Attorney

By: DocuSigned by:  
*Coat Griffin*  
983326AED73F48B  
\_\_\_\_\_  
Deputy Utah County Attorney

**EAGLE MOUNTAIN CITY**

Authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
CITY ATTORNEY



APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:  
DAVID O. LEAVITT  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

**EAGLE MOUNTAIN CITY**

Authorized and passed on the 5<sup>th</sup> day of January, 2021.

[Signature]  
Mayor

ATTEST: [Signature]  
Deputy CITY RECORDER



APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

[Signature]  
CITY ATTORNEY



**UTAH COUNTY SHERIFF'S OFFICE**

**SHERIFF**

**MICHAEL L. SMITH**

November 24, 2020

**Current Staffing Plan for Eagle Mountain City 2020 – 2021**

Chief Deputy, Full-time	1
Patrol Sergeant, Full-time	2
Patrol Deputy, Full-time	11
School Resource/C.O.P., Full-time	3
Patrol Deputy A.C.O.	1
Detective, Full-time	1
Sex Crimes Detective, Full-time	1
Office Specialist III, Full-time	1
1000 HR Office Specialist II	1
Victim Advocate – Full Time	1