

RECORDED INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
SALT LAKE CITY CORPORATION
for
LAW ENFORCEMENT OF THE SALT LAKE CITY WATERSHED

FEB 01 2007

CITY RECORDER

This AGREEMENT is made and entered into as of this first day of July 2006, by and between SALT LAKE CITY CORPORATION, a municipal corporation under the laws of the State of Utah, hereinafter called "CITY" and SALT LAKE COUNTY, through its Sheriff's Office, a body corporate and politic of the State of Utah, hereinafter called "COUNTY."

RECITALS

WHEREAS, COUNTY currently provides certain law enforcement services within the defined watershed areas serving the City; and

WHEREAS, CITY desires to contract with COUNTY to provide additional law enforcement services for water source and water quality protection within the watershed areas serving the CITY; and

WHEREAS, the parties are public agencies and are therefore authorized by the Interlocal Cooperation Act, U.C.A. § 11-13-101, et seq., to enter into agreements with each other which will enable them to make the most efficient use of their powers;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

1. The COUNTY agrees to furnish all necessary supplemental police protection and to enforce all applicable watershed laws and ordinances within the watershed areas serving the CITY to the extent and in the manner set forth herein.

2. The COUNTY agrees to maintain control of the manner in which the services described herein are performed, including supervising performance standards, disciplining officers, enforcing COUNTY policies and procedures, and supervising any other matters arising incident to this Agreement. On a semi-annual basis, beginning from the effective date of this agreement, the County will provide to the City a report identifying all citations and warnings issued for watershed related violations. After receipt of the report Sheriff and City management will meet to review the report. At any time City may identify enforcement concerns and the COUNTY will take all reasonable measures necessary to enhance enforcement performance in such areas.

3. The COUNTY shall employ resources to enforce all applicable City, County, State and Federal laws, ordinances, and regulations relating to protection of the CITY's watershed areas including, but not limited to, zoning laws, Health Department Regulations, and CITY's and COUNTY's ordinance rules and regulations. The responsibilities assigned to the COUNTY under this Agreement shall be in addition to and not in lieu of any responsibility the COUNTY may have to service the watershed areas and enforce laws and regulations otherwise required by their County jurisdiction. The COUNTY shall cooperate with the CITY in an education and training program to enable the patrol officers to become familiar with applicable watershed ordinances, rules and regulations.

4. The COUNTY shall provide the staff necessary to perform the enhanced watershed regulation enforcement referenced in paragraph 3 hereof providing service from at least 7:00 A.M. to 2:00 A.M., three hundred sixty-five (365) days per year. The COUNTY

shall provide emergency law enforcement services between the hours of 2:00 A.M. and 7:00 A.M. as needed.

5. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms, and any other items necessary to equip the officers assigned to execute the services set forth in this Agreement.

6. All persons employed to perform the services set forth in this Agreement shall be COUNTY employees, and no CITY employee shall be considered a COUNTY employee, and no person employed hereunder shall have any CITY pension, civil service, or other status or right reserved for CITY employees. For the purpose of performing the services set forth in this Agreement, and only to give official status to the performance thereof, the parties shall deem every COUNTY officer and employee engaged in performing such services as officers or employees of the CITY, which service is within the scope of this Agreement and is a municipal function.

7. Both parties are governmental entities subject to the Governmental Immunity Act, Section 63-30-2, et seq., Utah Code Annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defense otherwise available under the Governmental Immunity Act nor does either party waive the limits of liability set forth in the Act.

8. The COUNTY shall include within its Risk Management program any liability incurred as a result of the performance of this Agreement by COUNTY employees.

9. The COUNTY shall compensate all COUNTY employees for all work performed hereunder and shall not call upon the CITY to assume liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder, or any liability other than that provided for in this Agreement. The COUNTY agrees to indemnify and hold harmless the CITY against any claims by COUNTY employees arising out of employment-related injury or sickness.

10. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2006 and shall run through June 30, 2011, provided that this Agreement may be renewed for successive five year periods, in each case with the approval of the County Council and City Council.

In the event the CITY desires to renew this Agreement, the CITY shall notify the COUNTY not later than sixty (60) days prior to the end of the Agreement. The COUNTY Council shall thereafter notify the CITY Council in writing of its determination concerning such renewal for an additional period within thirty (30) days of receipt of the notice. Otherwise such agreement shall finally terminate at the end of the period designated in the contract or any amendment hereto.

The annual sum due and payable by the CITY hereunder for the period beginning on July 1, 2006 and ending on June 30, 2007 shall be \$150,000.00. This flat rate shall be readjusted by the parties annually, effective July 1 of each year (if this contract is not terminated). Price adjustments will be made based upon the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government.

If publication of said CPI Index should cease, such percentage increases shall be determined by reference to a similar index, or as agreed upon by the parties. The

CITY may elect to terminate this Agreement at the beginning of such second, third, fourth or fifth years. Any increase or decrease in the level of service must be agreed to in writing by both parties.

11. The CITY shall remit one quarter (1/4) of the contract amount to the COUNTY (through its Auditor's Office) within twenty (20) days after the submittal and review of billing for each three calendar month period. If such payment is not remitted to the COUNTY Auditor when due, the COUNTY is entitled to recover interest thereon. Such interest shall be at the rate of one (1) percent per calendar month charge for which the CITY is in arrears. The COUNTY may satisfy such obligation, including interest thereof which may be in arrears, from any funds of the CITY has on deposit with the COUNTY or in the custody of the County Treasurer's Office without giving further notice to the CITY of COUNTY's intention to do so, but providing documentation of the transfer.

12. No separate entity is created by this Agreement; however, to the extent that any administrator of this Agreement becomes necessary, then the Sheriff on behalf of the COUNTY, and the director of the Department of Public Utilities on behalf of the CITY, or their designees, shall constitute a joint board for such purpose.

13. This Agreement constitutes the entire Agreement between the parties, and no other promises or undertakings, express or implied, shall be binding on the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

14. Representations Regarding Ethical Standards For City Officers and Employees and Former City Officers and Employees. The COUNTY represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or

secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the CITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

15. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each part pursuant to U.C.A. § 11-13-209.

16. The term of this Agreement shall be as provided in Section 10 above; provided, however, that such term shall in no event exceed fifty (50) years.

17. The parties do not anticipate that any real property shall be acquired by either party under this Agreement. In the event any real property is acquired by either party, or by the parties jointly, pursuant to this Agreement, such property shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required by local, state and federal law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties execute this Agreement on the ____ day of _____, 2007.

SALT LAKE COUNTY

By: *Muriel*
Mayor or Designee

STATE OF UTAH)
 :ss
County of Salt Lake)

On this 16 day of Feb., 2007, personally appeared before me Doug Willmore, who being duly sworn, did say that s/he is the CAD of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



My Commission Expires:

Karen R. Lowe
NOTARY PUBLIC, Residing in Salt Lake County, State of Utah

DEPARTMENT APPROVAL:

James M. Winder
James M. Winder
Salt Lake County Sheriff

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: *[Signature]*
Deputy District Attorney
Date: 1/9/07

SALT LAKE COUNTY COUNCIL
RESOLUTION

Contract SC07123C
Salt Lake County

Resolution No. 3978

Date: February 17, 2007

INTERLOCAL AGREEMENT
SALT LAKE CITY
(Watershed Protection Services Agreement)

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County and Salt Lake City are local governmental units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, such an agreement has been prepared which pertains to watershed protection services; and

WHEREAS, said agreement provides for the County to provide said watershed protection services to Salt Lake City; and

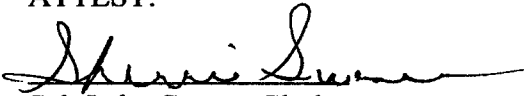
WHEREAS, said agreement will benefit the citizens of Salt Lake County and allow Salt Lake County to make a more efficient use of its resources;

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the aforementioned amendment be approved and the Mayor is hereby authorized to execute the same.

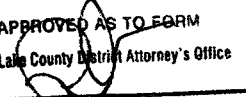
APPROVED and ADOPTED this 17 day of February, 2006.7

SALT LAKE COUNTY COUNCIL

ATTEST:


Salt Lake County Clerk

By 
Chair

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By 
Deputy District Attorney
Date 4-7-07

Voting:

Council Member Bradley	<u>Absent</u>
Council Member Wilson	<u>"Aye"</u>
Council Member Hatch	<u>"Aye"</u>
Council Member Hendrickson	<u>"Aye"</u>
Council Member Horiuchi	<u>"Aye"</u>
Council Member Jensen	<u>Absent</u>
Council Member Crockett	<u>"Aye"</u>
Council Member Wilde	<u>"Aye"</u>
Council Member Ashton Allen	<u>Absent</u>

SALT LAKE COUNTY
SHERIFF'S OFFICE

James M. Winder
SHERIFF

Beau Babka
UNDERSHERIFF



Rollin Cook
CHIEF DEPUTY

Shane Hudson
CHIEF DEPUTY

FISCAL DIVISION ★ 2001 SOUTH STATE STREET, SUITE S-3300 ★ SALT LAKE CITY, UTAH 84190 ★ 801-468-3516 ★ FAX 801-468-3590

Hon. Peter M. Corroon,
Salt Lake County Mayor
2001 South State Street, N2100
Salt Lake City, UT 84190

February 13, 2007

Subject: Request to Approve the Interlocal Cooperation Agreement between Salt Lake City Corporation and the Salt Lake County Sheriff's Office for Law Enforcement of the Salt Lake City Watershed (SC07123C).

Dear Mayor Corroon,

Submitted for your review and approval is the attached Interlocal Cooperation Agreement between Salt Lake City Corporation and the Salt Lake County Sheriff's Office. Under this Agreement Salt Lake City Corporation will pay a flat annual rate to the Sheriff's Office for County law enforcement officers to provide watershed protection services to Salt Lake City.

The term of this Agreement will be from July 1, 2006 for a period of one year with a possible extension for up to five years. The annual sum due and payable by the CITY for the period beginning on July 1, 2006 and ending on June 30, 2007 shall be \$150,000.00. This flat rate shall be readjusted by the parties annually, effective July 1 of each year (if this contract is not terminated).

The revenue associated with this Agreement is budgeted on line 110-100-1430-8154-GL96.

The Sheriff's Office has reviewed the Agreement and the terms and conditions are acceptable.

Thank you for your consideration. If you require additional information concerning this Agreement, please contact me at 468-3516.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carrie Hackworth".

CARRIE HACKWORTH, ASSISTANT FISCAL MANAGER

APPROVALS:

COUNTY MAYOR

A handwritten signature in cursive script, appearing to read "mwill".

PETER M. CORROON

2/16/07
DATE

CONTRACTS & PROCUREMENT

A handwritten signature in cursive script, appearing to read "Patricia Anderson".

Patricia Anderson
CONTRACTS MGR.

2-13-07
DATE

COUNTY AUDITOR

A handwritten signature in cursive script, appearing to read "Ron Garner".

RON GARNER

DATE

7.3



**SALT LAKE
COUNTY**

PETER M. CORROON
Salt Lake County Mayor

2001 South State Street
Suite N-2100
Salt Lake City, UT 84190-1020

801 / 468-2500
801 / 468-3535 fax

February 15, 2007

Honorable Mark Crockett, Chair
Salt Lake County Council
2001 South State, N2200
Salt Lake City, Utah 84190-1010

Re: Interlocal Agreement between the Salt Lake County Sheriff's Office and Salt Lake City, SC07123C

Dear Councilman Crockett:

The Salt Lake County Sheriff's Office will provide Salt Lake City Corporation with watershed protection services.

Salt Lake City will pay Salt Lake County a sum of \$150,000.00 for the period of July 1, 2006 through June 30, 2007. This rate will be adjusted upon renewal of the contract. Revenue will be placed in Account #110-100-1430-8154-GL96.

Sincerely,

Doug Willmore, Chief Administrative Officer
Salt Lake County Office of the Mayor

Approved spokesperson for this issue: JIM WINDER



**SALT LAKE
COUNTY**

February 27, 2007

COUNTY COUNCIL

Mark Crockett, Chair
District #4

Randy Horiuchi
At-Large A

Jennifer Wilson
At-Large B

Jim Bradley
At-Large C

Joe Hatch
District #1

Michael H. Jensen
District #2

David A. Wilde
District #3

Jeff S. Allen
District #5

Marvin L. Hendrickson
District #6

Contracts & Procurement
Rm. N4500, Government Center
Salt Lake City, Utah

To Whom It May Concern::

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 3978 authorizing execution of the INTERLOCAL AGREEMENT between Salt Lake County for its Sheriff's Office and **Salt Lake City** – Watershed Protection Services – SC 07123c.

Salt Lake County shall provide supplemental police protection to enforce all applicable watershed laws and ordinances within the watershed areas serving Salt Lake City and shall provide all necessary labor, supervision, equipment, communication facilities, uniforms, badges, firearms and any other items necessary. Salt Lake City shall pay Salt Lake County \$150,000 to provide these services.

The term of the agreement is July 1, 2006, to June 30, 2011.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By *Gayleem Budmundson*
Deputy Clerk

99

pc: Auditor
Jim Winder/Sheriff