

Midway City Council
17 November 2020
Regular Meeting

Resolution 2020-32 /
Law Enforcement Agreement



RESOLUTION 2020-22

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN WASATCH COUNTY AND MIDWAY CITY FOR LAW ENFORCEMENT SERVICES

WHEREAS, Midway City desires to protect the health, safety, and welfare of its residents and visitors; and

WHEREAS, law enforcement is an essential component of this protection; and

WHEREAS, Midway City would like to contract with Wasatch County for additional law enforcement services; and

WHEREAS, Wasatch County is agreeable to rendering such services; and

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the agreement for law enforcement services attached hereto and authorizes the Mayor of Midway City to execute the agreement on behalf of the City.

PASSED AND ADOPTED by the Midway City Council on the day of 2020.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

This is an Agreement between Wasatch County (hereinafter referred to as the “COUNTY”), and Midway City (hereinafter referred to as “MIDWAY”), to provide law enforcement services to MIDWAY for the period commencing January 1, 2021.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Wasatch County; and

WHEREAS, the COUNTY is currently providing law enforcement to citizens of the County as well as Midway City, and the towns of Charleston, Daniel, Hideout, Independence, Interlaken, and Wallsburg (hereinafter collectively referred to as the “MUNICIPALITIES”); and

WHEREAS, the COUNTY provides a Base Level of Service (as this term is defined below) to each of these MUNICIPALITIES that is covered by property taxes paid by the citizens of each of these MUNICIPALITIES and given to Wasatch County to fund the Sheriff’s Department; and

WHEREAS, the COUNTY will continue to provide this Base Level of Service at no additional charge to MIDWAY; and

WHEREAS, if the Base Level of Service requires additional contributions the COUNTY will assure that each of the MUNICIPALITIES (including the County) will pay its pro rata share of these costs so that the burden does not unfairly fall on any one MUNICIPALITY; and

WHEREAS, HEBER CITY provides its own police force, but also uses COUNTY staff, dispatch, and facilities which the COUNTY will assure is paid for by HEBER CITY in a fair and equitable way so that the MUNICIPALITIES are not bearing the burden of providing services HEBER CITY is not paying for; and

WHEREAS, MIDWAY has determined that it would like to also contract with the COUNTY for “Additional Services” (as this term is defined below), in accordance with the terms and conditions set forth below; and

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

WHEREAS, such contracts are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and MIDWAY agree as follows:

A. SCOPE OF SERVICES

1. Base Level of Service (that all MUNICIPALITIES receive as a function of paying taxes to Wasatch County):
 - a. The COUNTY agrees, through the Wasatch County Sheriff's Office, to provide the following Base Level of law enforcement service to each MUNICIPALITY, which will include, but will not be limited to:
 - i. Within the Sheriff's office there is a designation of "Obligated Time" which is highest priority and performed on demand, which includes the following duties:
 1. Enforcement of Utah State Statutes;
 2. Criminal investigative and crimes lab services;
 3. Follow up on reported crimes with persons who reported the crime, including routine notification by telephone or mail as to the status of the investigation;
 4. Responses to medical, fire, and other emergencies that require police presence;
 5. Providing communication facilities and dispatch services.
 - ii. When an officer is not performing a duty under "Obligated Time" the officer performs duties as he/she sees fit, which is called "Unobligated Time" and includes the following:
 1. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 2. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and municipal ordinances;
 3. Traffic enforcement including the regular use of radar or laser as a speed deterrent; and
 4. Attendance at Public Safety or City Council meetings as requested by the municipality;
 5. Citizen assist calls (at the discretion of the Sheriff's Office).
 - b. Base Level Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
 - c. The priority and performance of duties under both "Obligated Time" and "Unobligated Time" is under the direction and at the sole discretion of the Sheriff's Office.
2. Additional Services (that each MUNICIPALITY will be required to pay for should it request the services):

- a. The COUNTY, through the Wasatch County Sheriff's Office, may agree to provide the following additional law enforcement services to any MUNICIPALITY that requests the services:
 - i. Enforcement of the municipal ordinances;
 - ii. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - iii. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;
 - iv. Animal control services;
 - v. Traffic patrol and ticket issuance beyond what is provided in the Base Level of Service;
 - vi. Any other services the parties may agree upon.
 - b. Costs for Additional Services shall be as established by the Wasatch County Sheriff's Office, and shall include any costs associated with increased administrative, management, or supervisory costs incurred due to the Additional Services.
 - c. As Needed Requests: The parties recognize that there may be situations where a need for Additional Services arises for a particular event or temporary concern. The parties agree that these do not need to be formalized in Exhibit A. The parties will agree on an hourly rate in Addendum A for As Needed Requests and the Sheriff's office will invoice Midway City accordingly.
 - d. The scope of the Additional Services and payment for Additional Services shall be as set forth in Addendum A.
3. Special Event Services: Special Event traffic patrol and patrol services for community festivals or other special events are not Base Level Service. Costs to provide these services are normally addressed through the special event permitting process with the County. If services are needed that have not been addressed through the permitting process, Midway City may request Additional Services as set forth above and enter into an agreement to pay for the scope of services needed.
 4. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY.
 5. In the event that a MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the Base Level of Service or the level of Additional Services contracted for, the SHERIFF'S OFFICE shall meet with the MUNICIPALITY to discuss issues and resolve problems.
 6. The COUNTY'S agreement to provide "Additional Services" under this Agreement does not lessen the COUNTY'S obligation to provide the Base Level of Service to each

MUNICIPALITY within Wasatch County. The COUNTY'S contractual obligations under this Agreement recognize the underlying statutory obligations that Wasatch County has to provide the Base Level of Service to the MUNICIPALITIES.

7. To facilitate the COUNTY'S performance pursuant to this Agreement, each MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. Each MUNICIPALITY shall designate its Mayor, or one of its City Council members as a liaison to the Wasatch County Sheriff's Office. The liaison shall attend meetings with the Wasatch County Sheriff's Office as deemed necessary by the Wasatch County Sheriff's Office, or as requested by a MUNICIPALITY and shall represent the MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues.
8. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to provide services pursuant to this Agreement.
9. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.

B. ASSUMPTION OF LIABILITIES/INSURANCE

1. Except as otherwise provided, MUNICIPALITIES shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for MUNICIPALITIES, and the COUNTY hereby assumes said liabilities.
2. Except as herein otherwise specified, MUNICIPALITIES shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold MUNICIPALITIES harmless against any such claim.
3. The MUNICIPALITIES, their officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITIES, their officers, and employees harmless from and shall defend and indemnify the MUNICIPALITIES, their officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITIES or of any other officers, agent or employee thereof, and the MUNICIPALITIES shall hold the COUNTY and its officers

and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITIES' performance of its obligations pursuant to this Agreement.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2021, and shall continue through December 31, 2025 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least eleven (11) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least eleven (11) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to its Mayor/City Manager.

D. COST AND PAYMENT

1. The Base Level of Service provided for in this Agreement shall be paid for by the MUNICIPALITIES' county taxes.
2. Payment for Additional Services shall be as set forth in Addendum A to this Agreement.
3. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITIES no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITIES to estimate its annual budget and tax levy.
4. If a MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Wasatch County Sheriff, and Notice to the MUNICIPALITIES shall be given to either the Mayor or the City Manager.
2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
3. A MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement, as set forth in Addendum A.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, as set forth below, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor/City Manager, and the seal of the MUNICIPALITY to be affixed hereto on the _____ of _____, 2020, and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the County Manager on the ____ day of _____.

COUNTY OF WASATCH

MIDWAY CITY

By: _____
 MIKE DAVIS
 County Manager

By: _____
 Celeste Johnson
 Mayor

APPROVAL RECOMMENDED:

By: _____
 Jared Rigby
 Sheriff of Wasatch County

APPROVED AS TO FORM:

By: _____
 Scott Sweat
 Wasatch County Attorney

Addendum A

Additional Services

In addition to the Base Level of Service provided to Midway City by the Wasatch County Sheriff's Department, Midway City desires to further contract with the Sheriff's Department for the following Additional Services:

- Midway City has budgeted up to \$168,000 for Additional Services for the budget year of 2021.
- Midway City contracts with Wasatch County Sheriff's Office for **up to** 160 hours of Additional Services per month, to be as directed by the Midway City Mayor, and will include: directed patrol, speed enforcement, noise complaints, VIN inspections, special events not covered by the County approval process, and any other lawful request made by the Midway City Mayor.
- Initially Midway City requests that 40 hours of directed traffic patrol be provided weekly, between 6am to 8pm, with the specific purpose of enforcing speed limits and issuing speeding citations within Midway City.

Cost and Payment

Midway City shall pay the hourly rate of \$87.50 for Additional Services received from Wasatch County Sheriff's Department, which includes \$70.00 per hour for police services and a 25% administrative fee (which includes costs associated with supervision, sheriff time and administrative time).

Midway shall be required to pay solely for the hours of Additional Services it actually receives. The Parties agree that the maximum amount of Additional Services provided by Wasatch County Sheriff's Department is 160 hours per month, and that the maximum amount to be paid each month for Additional Services will be up to \$14,000.

Wasatch County Sheriff's Department shall bill Midway City each month for the hours of Additional Service Midway City receives. Midway City will only be billed for the hours of Additional Services provided for that month. All billing will be verified and accompanied by the Activity Reports set forth below.

Payment for Additional Services received shall be made by Midway City within 10 days of receipt of the monthly invoice.

Activity Reports

Along with each monthly bill, Wasatch County Sheriff's Department shall submit to Midway City monthly activity reports detailing the activities of the Sheriff's Department within Midway City and designating which of those activities qualify as "Additional Services". These

reports shall contain, at a minimum, the “Law Incident Summary Report with Times”, “Law Incident Report by Nature”, number of dispatch calls from Midway City for that month with summary of totals, the number of directed patrol time hours and when they occurred with summary of totals, and the total number of traffic citations issued. The Parties agree that no information will be provided which would violate the Utah Data Privacy Act.

Annual Review

The parties agree that this Addendum A will be reviewed on an annual basis to update both the scope of Additional Services as well as the costs for Additional Services. If neither party objects in writing 60 days prior to January 1 of each year the terms to Addendum A for the prior year shall continue for the coming year with an increase in cost for Additional Services by 2.5%.

COUNTY OF WASATCH

MIDWAY CITY

By: _____
Mike Davis
County Manager

By: _____
Celeste Johnson
Mayor

APPROVAL RECOMMENDED:

By: _____
Jared Rigby
Sheriff of Wasatch County

APPROVED AS TO FORM:

By: _____
Scott Sweat
Wasatch County Attorney