COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-56

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE, MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT FOR POLICE SERVICES

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the "*Interlocal Cooperation Act*"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, all, or essentially all, of the public agencies in Salt Lake County, Utah that have a law enforcement agency or department, and several other public agencies, heretofore entered into a "Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services," as heretofore amended (the "*Current Agreement*"), whereunder such parties agreed to provide for mutual assistance in situations involving crimes, disturbances of the peace, riots or other emergencies requiring police resources over and above those that could be provided by the agency in whose jurisdiction such incident or emergency occured; and

WHEREAS, the City is a public agency for purposes of the Interlocal Cooperation Act and, by virtue of its self-provision of law enforcement services through the Cottonwood Heights Police Department, heretofore has entered into the Current Agreement as a full participating party; and

WHEREAS, all of the parties to the Current Agreement, including the City, have been requested to approve, execute and deliver an amended and restated version of the Current Agreement (the "*New Agreement*") extending its term and making certain technical corrections and other mondifications; and

WHEREAS, the City's municipal council (the "*Council*") met in regular session on 22 September 2015 to consider, among other things, approving the City's entry into the New Agreement; and

WHEREAS, the Council has reviewed the form of the New Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the New Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the New Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached New Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the New Agreement on behalf of the City.

This Resolution, assigned no. 2015-56, shall take effect immediately upon passage.

PASSED AND APPROVED this 22nd day of September 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Michael L. Shelton	Yea X	Nay ___
J. Scott Bracken	Yea X	Nay ___
Michael J. Peterson	Yea X	Nay ___
Tee W. Tyler	Yea X	Nay ___

DEPOSITED in the office of the City Recorder this 22nd day of September 2015.

RECORDED this 23 day of September 2015.

MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT FOR SHERIFF AND POLICE SERVICES

(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this _____ day of _____, 2015 by and among: Attorney General's Office, Bluffdale City (Police services provided by Saratoga Springs Police Department), Cottonwood Heights, Draper City, Granite School District, Murray City, Salt Lake Airport Police, Salt Lake County, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, University of Utah Police, Utah Transit Authority (UTA), Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, West Jordan City, West Valley City; one of which shall be called an "Agency" or any two or more of which may be called "Agencies" herein. The term "all Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

PURPOSE: Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes, and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs, subject to the control of each individual Agency. All equipment and personnel of any Agency's law enforcement department shall herein be referred to as "Resources". The Agencies do not wish to provide for the reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis. This Agreement is intended to replace the Multi-jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996. The Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its Resources cannot be spared for assisting other Agencies.

AUTHORITY: The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercise by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with the Agreement, the parties agree as follows:

1. The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to §11-13-202.5 of the Act.

2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.

3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.

4. Prior to the expiration of the term of this Agreement as set forth herein, this Agreement may only be terminated by and upon the express written consent of the parties.

5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with any joint cooperative action anticipated by this Agreement, shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

EFFECTIVE DATE, TERM: This Agreement shall become effective when two or more Agencies each execute an original or copy of this Agreement as required by law and send or deliver an original copy of the executed Agreement to the West Jordan Police Chief, 8040 South Redwood Road, West Jordan, Utah 84088. The West Jordan Police Chief shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2018, subject to termination by any Agency or all the Agencies as provided in Section 8.

NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

SPECIFIC PROVISIONS

1. Assistance. The Agencies shall each provide their available Resources to assist any other Agency upon request by any other Agency, provided that the responding Agency shall have Resources reasonably available, in the sole discretion of the responding Agency. Except when otherwise requested, or except when the circumstances otherwise clearly indicate, a responding Agency shall send only certified peace officers to an Agency requesting

assistance hereunder unless the requesting Agency requests otherwise. Any responding Agency's law enforcement officers shall be fully certified, authorized, and empowered as law enforcement officers when in a requesting Agency's jurisdictional boundaries and when following orders of the requesting Agency's Commander or the incident commander. When responding, each responding Agency shall automatically be deemed to be authorized by the requesting Agency pursuant to Utah Code Ann. § 77-9-3. The scope of Saratoga Springs' responsibility to assist shall be limited to those resources committed to Bluffdale City as part of the agreement between Saratoga Springs and Bluffdale City.

2. Agency First Response, Dispatch. Each Agency shall instruct its dispatchers or the organization which provides dispatching services for its law enforcement department to first send Resources from its own department to any police emergency which the department is equipped to handle within its own political boundaries before requesting assistance from other Agencies. The chief officer from the department in whose boundaries the emergency occurs, who is responsible for coordinating law enforcement response to the emergency or such other officer whom he shall designate shall be the commanding officer at the scene or location for which police assistance is sought from other Agencies (herein called the "Incident Commander"). He or she may request that his or her dispatcher request assistance from any other Agency or Agencies.

3. Command at Scene, Release of Resources. The responding personnel or the chief officer from each Agency sending personnel and Resources to assist another Agency shall report to the Incident Commander upon arrival at the scene of an emergency or the location where assistance is requested, and shall follow the lawful directions of the Incident Commander with respect to the emergency. The Incident Commander shall, where reasonably able to do so, release Resources from other Agencies before releasing the Resources of his own Agency when no longer needed at the incident scene.

4. No Compensation. No Agency shall request or receive reimbursement for providing Resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.

5. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, or of any other nature of any of the Agencies.

6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

7. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and

agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the act and all other applicable law.

8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30 days prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination, including obligations of under paragraph 7, shall survive the termination of this Agreement.

9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.

10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that it employ law enforcement officers, and provided that it first give 30days written notice to each Agency hereto of its intent to become an Agency, and provided that a majority of the Agencies shall not within 30 days thereafter notify the West Jordan Police Chief in writing that they object to the Prospective Agency becoming a party hereto, then the West Jordan Police Chief or his designee shall promptly notify the Prospective Agency that its application was rejected. A Prospective Agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to the Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies' police chiefs, or their designees, shall constitute a joint board for such purpose.

12. No Effect on Other First Response Agreements. This Agreement shall supercede any previous Multi-jurisdictional Mutual Aid Agreement for Sheriff and Police Services among some of the Agencies, including the Agreement that went into effect July 22, 2015; however, this Agreement shall not supercede those existing agreements of Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis.

13. Whole Agreement, Modification. This Agreement constitutes the whole agreement of the parties, and replaces all prior agreements and understanding, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

15. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or persona not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.

16. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless there from. The Agencies shall not be liable for compensation or indemnity to any other Agency's employee for any injury or sickness arising out of his or her employment, and the Agencies shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

17. Real or Personal Property. The Agencies do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Agencies jointly for the undertaking, and paid for by two or more of them, then it shall be divided as the contributing Agencies' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Agencies' proportionate share of the purchase of the item of property.

18. Counterparts. This Agreement may be executed in original counterparts, each of which will be deemed an original.

19. Titles and Captions. The titles and captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: COTTONWOOD HEIGHTS, a Utah municipality

By:_____
Kelvyn H. Cullimore, Jr., Mayor

DATE: September 22, 2015

ATTEST:

APPROVED AS TO LEGAL FORM AND COMPLIANCE WITH APPLICABLE LAW:

By:_____
Linda W. Dunlavy, Recorder

By:_____
Wm. Shane Topham, City Attorney