

**BLUFFDALE CITY, UTAH
RESOLUTION NO. 2010-21**

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL ADOPTING AN
AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF
SARATOGA SPRINGS AND BLUFFDALE CITY.**

WHEREAS, pursuant to Title 10, Chapter 3, of the Utah Code, the City of Bluffdale (the "City") is charged with and has the authority to provide police services to protect the community; and

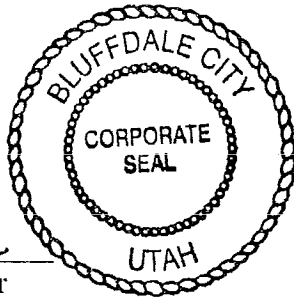
WHEREAS, the Bluffdale City Council ("City Council"), acting as the City's governing body, desires to accept the Saratoga Springs proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. Authorization. This Resolution authorizes and directs the City Manager to execute the attached agreement (see exhibit A) for law enforcement services with Saratoga Springs.

Section 2. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED the 23rd day of March, 2010.



By: *Derk P. Timothy*
Mayor Derk P. Timothy

ATTEST:

Teddie K. Bell
Teddie K. Bell, City Recorder

Voting by the City Council:	Aye	Nay
Council Member Chisholm	<u> x </u>	_____
Council Member Flanigan	<u> x </u>	_____
Council Member Jackson	<u> x </u>	_____
Council Member Kartchner	<u> x </u>	_____
Council Member Nelson	_____	<u> x </u>

**LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN
CITY OF SARATOGA SPRINGS AND BLUFFDALE CITY**

THIS AGREEMENT for law enforcement services (hereinafter “the Agreement”) dated March 30, 2010 is made by and between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of Utah (“Saratoga Springs”), and **BLUFFDALE CITY**, a municipal corporation of the State of Utah (“Bluffdale”) (Saratoga Springs and Bluffdale are collectively referred to as the “Parties”).

RECITALS

WHEREAS, Saratoga Springs provides law enforcement services within the corporate boundaries of Saratoga Springs;

WHEREAS, Bluffdale wishes to contract for law enforcement services to be performed within Bluffdale and Saratoga Springs is willing to provide such law enforcement services to Bluffdale pursuant to the terms and conditions of this Agreement;

WHEREAS, pursuant to the authority granted in *Utah Code Ann. § 11-13-1, et seq.*, (“Interlocal Cooperation Act”), Bluffdale desires to enter into a “service contract” with Saratoga Springs for law enforcement services to be provided by the Saratoga Springs Police Department (“Police Department” or “Department”);

WHEREAS, the Parties believe this Agreement provides Saratoga Springs with reasonable, fair and adequate compensation for providing such services to Bluffdale; and

WHEREAS, the Parties have determined it is mutually advantageous to enter into this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Scope of Law Enforcement Services.** During the term of this Agreement, Saratoga Springs shall continuously and without interruption furnish general law enforcement services (“Law Enforcement Service” or “Services”) as needed within the territorial jurisdiction and boundaries of Bluffdale. These Services shall include personnel, administration, supplies, and equipment to respond to emergency and non-emergency calls for service, traffic enforcement, community-oriented policing officers, crime investigation, and enforcement of state, federal, and municipal laws. These Services shall be based on the service levels and costs defined in Exhibit A.

2. **Extraordinary Services.** This Agreement shall not require Saratoga Springs to provide services beyond the scope, capacity, and capabilities of the Police Department and its affiliates, including but not limited to the Salt Lake Metro Police Alliance. Should an extraordinary event, such a natural catastrophe or an exceedingly intensive criminal investigation, arise in Bluffdale, Bluffdale shall be responsible to cover additional costs incurred by the Department to address such extraordinary events; provided that, when circumstances reasonably allow, such expenses shall not be incurred without the advanced written consent of Bluffdale.

3. **Change to Law Enforcement Services.** Bluffdale may request to modify (increase or decrease) the level of Law Enforcement Services by providing ninety (90) days prior written notice to Saratoga Springs of such requested change. Saratoga Springs shall promptly

review such request and shall not unreasonably withhold consent. Upon approval, Saratoga Springs may propose a modified Contract Price. Upon acceptance by Bluffdale, the modified Contract Price shall accrue as of the date the modified Law Enforcement Services become effective and shall be due and payable as provided in Section 11. In the event the parties are unable to agree to a change in the level of service and then either party gives notice of termination pursuant to Section 14, the level of service and Contract Price shall continue without change until the date of termination and Bluffdale shall continue to pay Saratoga Springs for such Law Enforcement Services on a *pro rata* basis in accordance with the Contract Price in effect at the time when notice of termination was provided.

4. **Regular Reports to Bluffdale City.** The Department shall provide regular reports to Bluffdale on the status of law enforcement operations within Bluffdale, and shall submit reports to Bluffdale that are substantially similar in quality, scope, subject matter, and frequency as those provided by the Department to the City Council and administration of Saratoga Springs. The Chief of the Department or the Chief's designee shall also provide an in-person report and briefing to the Bluffdale City Council not less frequently than once per calendar quarter.

5. **Personnel Assigned to Area Located within the Bluffdale City Limits.**

a. **Certification.** All Officers providing Law Enforcement Services within Bluffdale shall have the same certification, meet the same requirements, and, on average, have substantially the same level of experience and service record as other officers regularly employed by the Police Department.

b. **Non-Exclusive Assignment.** Nothing herein shall be construed to require that the Officers assigned to work within Bluffdale will work exclusively within Bluffdale or on

cases originating within the city limits of Bluffdale. It is specifically understood that the Officers may be called on to respond to matters within Saratoga Springs, even while assigned to duty within Bluffdale, and to assist other law enforcement officials in proximate jurisdictions under the provisions of Multi-Jurisdictional Mutual Aid Agreements that have been entered into by Saratoga Springs. The Parties agree that, during the term of this Agreement, Saratoga Spring shall be a member of and the Police Department shall participate in the Salt Lake Metro Police Alliance and other affiliates of Bluffdale.

6. **Services Performed in a Professional, Reasonable Manner.** The Law Enforcement Services shall be provided by Saratoga Springs in a professional, reasonable, responsive, and ethical manner in compliance with applicable laws and standards of performance. Subject to the foregoing, the exact nature of how the law enforcement services are to be provided, the management and discipline of personnel, and other matters incidental to providing the law enforcement services shall be the responsibility of the Police Department. There are no third party beneficiaries to this Agreement and the standards set forth herein shall not be construed to provide a cause of action to any citizen or third party.

7. **Equipment and Facilities.** For the purpose of performing the law enforcement services, Saratoga Springs shall furnish and supply all necessary labor, supervision, equipment, communication facilities, uniforms, badges, firearms, and other items of equipment necessary and incidental to provide the services hereunder. Vehicles, uniforms, and badges used by officers within Bluffdale shall be branded with the name "Bluffdale City." All such equipment and supplies shall remain the sole property of Saratoga Springs; provided that Bluffdale shall have the option, which must be exercised within 30 days before the termination of this Agreement, to purchase, at the then-existing market value, any equipment branded with the name

Bluffdale and any equipment used by the officers regularly assigned to patrol within Bluffdale. Bluffdale will provide, at its expense, and shall own all office space, office furniture, office computers, if needed, office supplies, and any other supplies that are appurtenant to providing office work space for officers and personnel related to police services provided by Saratoga Springs within Bluffdale. The parties agree that Bluffdale shall have reasonable access to and may have copies of the records and files of the Department relating to Law Enforcement Services.

8. Employment Status.

a. Official Status. Saratoga Springs shall have control and discretion over the personnel (including officers and civilian employees) providing law enforcement services through the Police Department. Such personnel shall at all times be and remain employees of Saratoga Springs and its Police Department.

b. Salary and Wages. Bluffdale shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the personnel providing law enforcement services pursuant to this Agreement. Bluffdale agrees not to provide any supplemental compensation to the personnel assigned by Saratoga Springs to perform services within Bluffdale. Saratoga Springs agrees that it will notify Bluffdale by April 1st of each year whether Saratoga Springs intends to change the compensation of personnel assigned to work in Bluffdale. Saratoga Springs further agrees any such changes in compensation and benefits will be made in conjunction with changes for all employees of the Department and not solely for those working in Bluffdale.

c. No Joint Employment. The Parties agree that Bluffdale shall not be a co-employer or joint employer of the personnel providing Services to Bluffdale. Saratoga Springs

agrees to indemnify, save, and hold harmless Bluffdale from any and all damages, liabilities, costs, losses, and expenses, including legal costs and reasonable attorneys' fees, arising from any claim, demand, or action by employees of Saratoga Springs and its Police Department.

9. **Third Party Support.** Saratoga Springs and the Department shall use best effort to obtain additional funding, grants and aid from Third Parties for which the Department, Saratoga Springs, and Bluffdale may be eligible. Bluffdale shall reasonably cooperate with such efforts. In the event the Department receives funding or support specifically designated for the benefit of Bluffdale from a Third Party source which results in a reduction in the cost to Saratoga Springs of providing Law Enforcement Services to Bluffdale, Bluffdale shall receive a credit against the Contract Price equivalent to the value received by the Department from the Third Party, less reasonable administrative costs associated with the solicitation of the support. In the event financial support is obtained for the general benefit of the Department from a Third Party, the Contract Price shall be adjusted so that Bluffdale and Saratoga Springs benefit in proportion to the contribution of each to the overall budget of the Department. Furthermore, if equipment, materials or programming are received by the Department from a Third Party, Bluffdale and Saratoga Springs shall share proportionally in their use, application, and/or deployment.

10. **Payment for Services.** Bluffdale shall pay the amount (the "Contract Price") set forth on attached Exhibit A for Law Enforcement Services, subject to credits due to Third Party Funding received by the Department and subject to additional fees that may be owed arising from the provision of Extraordinary Services. Any portion of the Contract Price designated for overtime that remains unused at the end of each fiscal year will be credited against the next scheduled payment if the Agreement is renewed or shall be returned to Bluffdale following the termination of the Agreement.

11. **Remittance.** Within sixty (60) days of execution of this Agreement by the Parties, Bluffdale shall remit one hundred percent (100%) of the estimated one-time initial start-up costs required for implementation of this contract to Saratoga Springs as defined in Exhibit B. The payment of the one-time start up costs shall not be in addition to the total payment obligation to Bluffdale in Exhibit A.

Upon receipt of a timely invoice from Saratoga Springs, Bluffdale shall remit one-quarter (25%) of the remaining Contract Price to (as the same may be required from time to time pursuant to Section 10 above):

Address: The City of Saratoga Springs
 1307 North Commerce Drive, Suite 200
 Saratoga Springs, UT 84045

The payment due for the quarter ending September 30th of a given year shall be due and payable July 1st of the same year. The payment due for the quarter ending December 31st of a given year shall be due and payable October 1st of the same year. The payment due for the quarter ending March 31st of a given year shall be due and payable January 1st of the same year. The payment due for the quarter ending June 30th of a given year shall be due and payable April 1st of the same year. If the date a payment is due and payable is (i) a legal holiday, (ii) a Saturday, (iii) a Sunday, or (iv) another day on which weather or other conditions have made the office of the City of Saratoga Springs inaccessible, then the payment shall be due and payable on the next business day. If any payment is not remitted to the City of Saratoga Springs when due, Saratoga Springs shall provide written notice to Bluffdale and opportunity to cure without penalty within fifteen days. In the event that payment remains overdue following the expiration

of this grace period, interest at the rate of one per cent (1%) per calendar month shall accrue from the date the remittance was due and payable.

12. **Term.** This Agreement shall be effective at 12:00:01 a.m. on July 1, 2010 and unless renewed or sooner terminated as herein provided, shall terminate at 11:59:59 p.m. June 30, 2013.

13. **Renewal.** Not later than April 1, 2012 (and each succeeding April 1st during the term of this Agreement), Saratoga Springs shall present Bluffdale with an amendment to Exhibit A proposing the Contract Price for the next fiscal year. If Bluffdale does not wish to renew this Agreement for the succeeding one-year period based on proposed Contract Price, Bluffdale shall provide notice of termination to Saratoga Springs not later than May 1st of the applicable year. In the event Saratoga Springs elects not to renew the Agreement, Saratoga Springs shall provide written notice to Bluffdale by April 1st of the applicable year or as soon as practical.

14. **Termination.** Either party may, with or without cause, terminate this Agreement effective at the end of a calendar year provided that advance written notice of not less than 180 days is delivered to the other party. In the event that Saratoga Springs terminates this Agreement prior to 2012, it shall deliver to Bluffdale the equipment and any remaining supplies identified in Exhibit B.

15. **Transition Period.** In the event this Agreement is not renewed as provided in Section 13, Bluffdale shall have the option to extend the term of this Agreement until December 31st of the same calendar year. During this transition period, Saratoga Springs shall continue to provide Law Enforcement Services to Bluffdale and shall cooperate with the transition to a new provider of law enforcement services. In turn, Bluffdale shall continue to pay

Saratoga Springs for such Law Enforcement Services on a *pro rata* basis in accordance with the Contract Price in effect at the time this Agreement was not renewed.

16. **Post-Termination Obligations.** Saratoga Springs agrees that upon termination, unless Bluffdale directs to the contrary, the Department will remain responsible to conduct investigations and cooperate with the prosecution and post-conviction proceedings for any event that may occur in Bluffdale during the term of this Agreement. Bluffdale's right to have reasonable access to and copies of the records and files of the Department relating to the Services will survive the termination of this Agreement.

17. **Post-Termination Payments by Bluffdale.** In the event that Bluffdale exercises its option to purchase equipment as described in Section 7, payment shall be due to Saratoga Springs within thirty (30) days after invoice by Saratoga Springs. In the event that Bluffdale terminates or elects not to renew this Agreement, Bluffdale will pay Saratoga Springs amounts equal to the costs incurred by Saratoga Springs for unemployment benefits paid to personnel laid off by Saratoga Springs because of the termination of this Agreement. In the event that Saratoga Springs terminates or elects not to renew this Agreement, , Bluffdale will make payments to Saratoga Springs equivalent to half of the costs incurred by Saratoga Springs for unemployment benefits paid to personnel laid off by Saratoga Springs because of the termination of this Agreement.

18. **No Separate Legal Entity.** This Agreement shall not be construed to create any separate legal entity and the parties hereby express their intent that no separate legal entity be created by this Agreement. The Saratoga Springs Chief of Police and the Bluffdale City Manager shall be deemed joint administrators of this Agreement.

19. **Indemnity.** Bluffdale and Saratoga Springs are governmental entities under Utah's Governmental Immunity Act (*Utah Code Ann. § 63-30-1, et seq.*) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officials or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability provided by the Act.

20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as follows:

City of Saratoga Springs:

City Manager

1207 North Commerce Drive, Suite 200

Saratoga Springs, UT 84045

Bluffdale City:

City Manager

14350 South 2200 West

Bluffdale, UT 84065

21. **Conflict Resolution.** In the event of a dispute between the Parties related to this Agreement, the Parties agree that representatives of Saratoga Springs and Bluffdale will meet as soon as practicable to discuss and attempt to resolve such dispute. In the event the dispute is not resolved through such a meeting, the Parties agree to jointly participate in a further meeting with

a neutral mediator chosen jointly by the parties. If the dispute remains unresolved following such mediation, the dispute may be resolved pursuant to Section 22.

22. **Claims and Disputes.** In the absence of exigent circumstances or mutual waiver of their mediation rights, the Parties agree to participate in the dispute resolution process defined in Section 21 before seeking aid from a court. Claims, disputes and other issues between the Parties arising out of or related to this Agreement that require judicial determination shall be decided by litigation in the Third Judicial District Court of Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing during any such litigation, Saratoga Springs shall continue to provide Law Enforcement Services and Bluffdale shall continue to make payments to Saratoga Springs in accordance with the terms of this Agreement during any such litigation.

23. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed a part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

24. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

25. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

26. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

27. **Time.** Time is of the essence hereof.

28. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

29. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

30. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

31. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

32. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in

this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

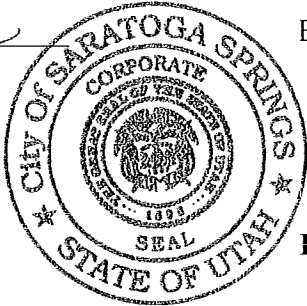
34. **Approval by City Attorneys.** This Agreement shall be submitted to the authorized attorneys for Saratoga Springs and Bluffdale for approval in accordance with *Utah Code Ann.* §11-13-9.

IN WITNESS WHEREOF, Saratoga Springs, by resolution of its Council, a certified copy of which is attached hereto, approved and authorized the Mayor of the City of Saratoga Springs to sign and approve the same, and Bluffdale City by resolution duly adopted by its municipal council, a certified copy of which is attached hereto, cause this Agreement to be signed by its mayor an attested by its recorder.

ATTEST:

THE CITY OF SARATOGA SPRINGS

[Signature]
City Recorder

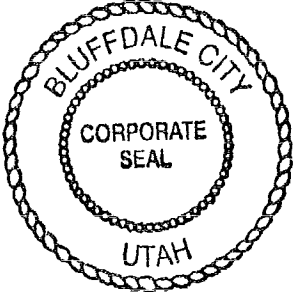


By: *[Signature]*
Mia Love, Mayor

ATTEST:

BLUFFDALE CITY

[Signature]
City Recorder



By: *[Signature]*
Derk Timothy, Mayor

Exhibit A

SERVICE LEVELS

- 1 Patrol Officer, (in the City), 24/7 – Only exception would be if the Officer is needed in an emergency in Saratoga Springs. The same applies to Bluffdale. If an emergency back-up Officer is needed in Bluffdale it would come from Saratoga Springs.
- Supervision 24/7 – (Based in Bluffdale during Daytime hours and based in Saratoga Springs during Evening hours)
- 1 Full-Time Cpl. Investigator – (Based in Bluffdale)
- 1 Part-Time Records Clerk – (Based in Bluffdale)
- 1 Part-Time Victim Advocate Counselor – (Based in Saratoga Springs)
- 1 Citizens Academy per year
- Citizens Assisting Police Program (volunteers) in Bluffdale
- Special Response team available for any serious emergencies
- K9 available for patrol needs and school programs
- Vacation House Checks – Residents may request patrol checks on their home when away for vacation, etc.
- Traffic Enforcement

Contract Price for Law Enforcement Services to the City of Bluffdale

1. 4 Full-Time Police Officers (Salaries & Benefits) $\$80,000 \times 4 = \$320,000$
2. 1 Full-Time Cpl. Investigator/ Patrol Supervisor (Salary & Benefits) = $\$90,000$
3. 1 Full-Time Patrol Sergeant (Salary & Benefits) = $\$99,763$
4. 1 Part-Time Records Clerk = $\$16,400$
5. Overtime (as needed) = $\$20,000$
6. Lease 2 Ford Explorer 4x4's = $\$19,000$
7. 800 Mhz radio & Toughbook computer for 2 marked units = $\$13,600$
8. Uniform Expenses – Duty equipment for 5 officers the first year = $\$27,670$
 - a. Uniform Allowance @ $\$90.00$ per mo. $\times 5 = \$5,940$
9. Vehicle Maintenance & repairs = $\$1,500$
10. Gasoline Expenses = $\$8,500$
11. Consumable Supplies (startup costs) = $\$8,000$
 - a. Second year costs = $\$2,500$
12. Professional Contractual Services (includes Disp. Fees, lab costs, etc.) = $\$27,000$
13. Spillman Records Management Systems Maintenance fees = $\$2,000$
14. Cellular telephone fees = $\$2,175$
15. Wireless Data Services (includes air cards, UCAN fees, etc.) = $\$3,720$
16. *2 AR-15 Rifles w/Red Dot sights/slings & 2 Remington Less Lethal Shotguns = $\$3,380$

Total Contract Price (*including start-up costs) for first-year to the City of Bluffdale = $\$697,890$

Total Contract Price for second-year services to the City of Bluffdale = $\$618,498$

These fees and charges do not include the costs of office space, office furniture and equipment, including office computers, which Bluffdale will provide at its expense in conjunction with this contract.

Exhibit B

The estimated one-time start-up costs are as follows:

Personnel Costs Prior to July 1, 2010 = \$25,000
800 Mhz radio & Toughbook computer for 2 marked units = \$13,600
Uniform Expenses – Duty equipment for 5 officers the first year = \$27,670
Uniforms and equipment for Volunteers = \$1,742
2 AR15 Rifles and 2 Less Lethal Shotguns = \$3,380
Consumable Supplies = \$8,000

Total \$79,392