

**BLUFFDALE CITY, UTAH
RESOLUTION NO. 2014-39**

**A RESOLUTION OF THE BLUFFDALE CITY COUNCIL APPROVING A
FIRST AMENDMENT TO LAW ENFORCEMENT SERVICES AGREEMENT.**

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, on May 14, 2013, the Bluffdale entered into a Law Enforcement Services Agreement to contract for law enforcement services to be performed by Saratoga Springs within Bluffdale; and

WHEREAS Bluffdale has purchased a motorcycle that it would like police officers employed by Saratoga Springs to use while providing police protection and other services within Bluffdale; and

WHEREAS Saratoga Springs has agreed to utilize said motorcycle in performing services within Bluffdale but only in strict compliance with the terms of this agreement;

WHEREAS Bluffdale has authorized the addition of personnel to the Law Enforcement Services Agreement to serve in Bluffdale; and

WHEREAS the Bluffdale City Council finds that a contract for law enforcement services with Saratoga Springs will advance the public health, safety, and welfare;

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

Section 1. Approval of Agreement. The City Council authorizes and directs the Mayor to execute the attached First Amendment to Law Enforcement Services Agreement in the form attached hereto.

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

PASSED, ADOPTED AND APPROVED the 10th day of June, 2014.

ATTEST:


Teddie K. Bell, City Recorder




Mayor Derk P. Timothy

Voting by the City Council: Aye Nay

| | | |
|-------------------------|---------------|-------|
| Councilmember Jackson | <u> X </u> | _____ |
| Councilmember Kartchner | <u>Absent</u> | _____ |
| Councilmember Nielsen | <u> X </u> | _____ |
| Councilmember Pehrson | <u> X </u> | _____ |
| Councilmember Westwood | <u> X </u> | _____ |

First Amendment to Law Enforcement Services Agreement

This First Amendment to Law Enforcement Services Agreement between the Cities of Saratoga Springs and Bluffdale is made this 10 day of June, 2014, by and between the City of Saratoga Springs, Utah, a municipal corporation of the State of Utah (hereinafter "Saratoga Springs") and the City of Bluffdale, Utah, a municipal corporation of the State of Utah ("Bluffdale").

WITNESSETH:

WHEREAS, on May 14, 2013, the Bluffdale entered into a Law Enforcement Services Agreement to contract for law enforcement services to be performed by Saratoga Springs within Bluffdale; and

WHEREAS, Bluffdale has purchased a motorcycle that it would like police officers employed by Saratoga Springs to use while providing police protection and other services within Bluffdale; and

WHEREAS, Saratoga Springs has agreed to utilize said motorcycle in performing services within Bluffdale but only in strict compliance with the terms of this agreement;

WHEREAS Bluffdale has authorized the addition of personnel to the Law Enforcement Services Agreement to serve in Bluffdale;

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:

AGREEMENT

1. Section 1 of the Law Enforcement Services Agreement is hereby amended to read in its entirety as follows:

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 Exhibits A, B, and C.

2. Exhibit A of the Law Enforcement Services Agreement, attached hereto, is hereby amended as shown and is hereby incorporated into the Law Enforcement Services Agreement as if fully set forth therein.
3. Exhibit B of the Law Enforcement Services Agreement, attached hereto, is hereby amended as shown and incorporated into the Law Enforcement Services Agreement as if fully set for the therein.
4. Exhibit C, attached hereto to this Amendment, is hereby incorporated into the Law Enforcement Services Agreement as if fully set forth therein.
5. Except as modified herein, the Law Enforcement Services Agreement shall remain in full force and effect.

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 by resolution duly adopted by its Council, a certified copy of which is attached hereto, cause this Agreement to be signed the Mayor of Bluffdale and attested by its City Recorder.

ATTEST:

THE CITY OF SARATOGA SPRINGS



City Recorder



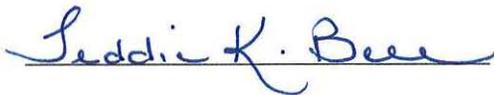
By: _____

Jim Miller, Mayor



ATTEST:

THE CITY OF BLUFFDALE



City Recorder



By: _____

Derk Timothy, Mayor



Exhibit A

SERVICE LEVELS

- 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)
- Full-Time Cpl. Investigator -(Based in Bluffdale)
- Full-Time Detective (Based in Bluffdale)
- Part-Time Records Clerk -(Based in Bluffdale)
- Part-Time Victim Advocate Counselor -(Based in Saratoga Springs)
- 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

Exhibit B

Contract Price for Law Enforcement Services to the City of Bluffdale for 2014-2015

1. (4) Full-Time Police Officers (Salaries & Benefits) $4 \times \$81,600 = \$326,400$
2. (1) Full Time Investigator (Salary & Benefits) = \$81,600
3. (1) Full-Time Commercial Truck Enforcement Officer = \$81,600
4. (1) Full-Time Patrol Supervisor/Investigator (Salary & Benefits) = \$91,804
5. (1) Full-Time Patrol Sergeant (Salary & Benefits) = \$101,758
6. (1) Part-Time Records Clerk (Salary) = \$16,993
7. (2) Part Time Reserve Officers (Salary) = \$10,000
8. Overtime Pay = \$20,000
9. Uniform Costs
 - a. Sworn Uniform Allowance @ \$90.00 per month x 12 Months x 7 officers = \$7,560
 - b. Civilian Uniform Allowance @ \$22.50 per month x 12 months x 1 clerk = \$270
10. Volunteer Uniforms and Equipment = \$1,742
11. Consumable Supplies = \$3,000
12. Professional Contractual Services (includes Disp. Fees, lab costs, etc.) = \$108,000
13. Spillman Records Management Systems Maintenance fees = \$2,166
14. Cellular telephone fees = \$2,310
15. UCAN fees = \$3,990

Total fees for police services to the City of Bluffdale = \$859,193

EXHIBIT C

AMENDMENT FOR POLICE MOTORCYCLE OPERATIONS

Bluffdale has purchased a police motorcycle for the purposes of increasing police visibility and presence, patrol, traffic control, traffic safety, and other assignments. Saratoga Springs, in performing services for Bluffdale pursuant to the Law Enforcement Services Agreement dated May 14, 2013, has agreed to utilize the police motorcycle on a limited basis and only in strict compliance with the conditions and requirements in this Exhibit, as well as the guidelines, policies, and directives established by the Chief of Police.

TERMS AND CONDITIONS OF USE OF POLICE MOTORCYCLE

The police motorcycle assignment is a police tool that may be utilized, subject to the discretion of the Chief of Police, for services within Bluffdale. Any use of the motorcycle in Saratoga Springs, or in other jurisdictions, will be done so under the direction of the Chief of Police.

The police motorcycle assignment and Motor Unit Supervisor will be a secondary assignment and not part of officers' regular duties. As such, police officers who are assigned as such shall not receive any additional compensation.

Capital, maintenance, equipment, and operational costs of the motorcycle program, to include but not limited to insurance coverage, disability coverage, and workman's compensation costs related to the motorcycle program, are the responsibility of Bluffdale. Liability issues, including workplace injuries, are the responsibility of Bluffdale in perpetuity and shall survive expiration of the Law Enforcement Services Agreement, the First Amendment thereto, and any subsequent amendment. This paragraph shall only apply to injuries that occur during the period of time Saratoga Springs is providing services under the Law Enforcement Services Agreement or amendment.

Bluffdale shall release, indemnify, and hold harmless the City of Saratoga Springs and its officers, employees, agents, and elected officials for any injury, action, claim, and suit that might occur as a result of police officers utilizing police motorcycles pursuant to this policy. This includes but is not limited to any personal injury lawsuit, workers compensation claim, disability claim, and increased insurance costs. This paragraph shall only apply to injuries that occur during the period of time Saratoga Springs is providing services under the Law Enforcement Services Agreement or amendment

Manpower losses and shift coverage in relation to training, operational requirements, or injuries relating to the motorcycle program will be the responsibility of Bluffdale.

POLICE MOTORCYCLE OPERATIONS

The use of the police motorcycle shall be done in strict compliance with the Saratoga Springs Police Department Policy Manual. The police motorcycle may not be used for or during any of the following: transport of prisoners, transport of any citizen, , or when other conditions or

situations exist as determined by the Chief of Police. Any pursuit operations shall be done in accordance with the motorcycle pursuit policies established in the Saratoga Springs Police Department Policy Manual.

The Chief of Police will develop training and operational policies that conform to this contract and conform to standard police motorcycle operations policy including but not limited to national law enforcement organizations such as the International Association of Chiefs of Police and the Northwest Traffic Institute.

Only those sworn officers that maintain a valid Utah motorcycle endorsement on their Utah driver's license, have successfully completed a Police Motorcycle Operators course, and have been authorized by the Chief of Police, may operate the department motorcycle in an operational setting. A sworn officer may operate the motorcycle for orientation and/or training purposes only before completing the aforementioned motor officer course. Annual or periodic training and/or certification will be as determined by the Chief of Police.

CITY OF BLUFFDALE, UTAH

Resolution No. 2013- 30

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

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 City desires to enter into an agreement with the City of Saratoga Springs for law enforcement services;

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

Section 1. Authorization. The City Council hereby authorizes and directs the Mayor to execute the attached agreement for law enforcement services with the City of Saratoga Springs.

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

PASSED AND APPROVED this 14th day of May, 2013.

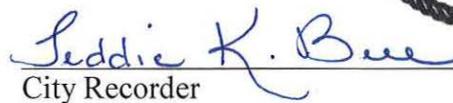
CITY OF BLUFFDALE





Mayor Derk Timothy

ATTEST:



City Recorder

[Seal]

| Voting by the Council: | Aye | Nay |
|-------------------------|--------------|-------|
| Councilmember Jackson | <u> x </u> | _____ |
| Councilmember Kartchner | <u> x </u> | _____ |
| Councilmember Nelson | <u> x </u> | _____ |
| Councilmember Nielsen | <u> x </u> | _____ |
| Councilmember Pehrson | <u> x </u> | _____ |

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

THIS INTERLOCAL AGREEMENT for law enforcement services (hereinafter "the Agreement"), dated May 14, 2013, is made by and between the **CITY OF SARATOGA SPRINGS**, a municipal corporation of the State of Utah ("Saratoga Springs"), and **THE CITY OF BLUFFDALE**, 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. § 11-13-101, 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 Exhibits A and B.

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.** 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 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 or interlocal agreements that have been entered into by Saratoga Springs. The Parties agree that, during the term of this Agreement, Saratoga Springs 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 and Saratoga Springs. 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 (except as provided by Bluffdale), 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". 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 any 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 efforts 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 and Bluffdale 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 for the general benefit of Department and Bluffdale, 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 B for Law Enforcement Services, subject to credits due to Third Party Funding, as provided for in Section 9 above, 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.** Upon receipt of a timely invoice from Saratoga Springs, Bluffdale shall remit one-quarter (25%) of the remaining Contract Price each quarter 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, 2013 and unless renewed or sooner terminated as herein provided, shall terminate at 11:59:59 p.m. June 30, 2016.

13. **Renewal.** Not later than April 1, 2014 (and each succeeding April 1st during the term of this Agreement), Saratoga Springs shall present Bluffdale with an amendment to Exhibit B 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.

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 100 % 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. 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 or interlocal entity and the parties hereby express their intent that no separate legal or interlocal 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. § 63G-7-101, 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

1307 North Commerce Drive, Suite 200

Saratoga Springs, UT 84045

Bluffdale:

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. §11-13-202.5.

35. **No Joint Acquiring of Property.** Pursuant to Utah Code Section 11-13-207, the Parties agree that this agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.

36. **Filing of Agreement.** Pursuant to Utah Code Section 11-13-209, this agreement shall be filed with the keeper of records of Bluffdale and Saratoga Springs. **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 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 and attested by its recorder.

ATTEST:

THE CITY OF SARATOGA SPRINGS



City Recorder



By: _____



Mia Love, Mayor

ATTEST:

BLUFFDALE



City Recorder



By: _____



Derk Timothy, Mayor

Exhibit A

SERVICE LEVELS

- 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)
- Full-Time Cpl. Investigator -(Based in Bluffdale)
- Part-Time Records Clerk -(Based in Bluffdale)
- Part-Time Victim Advocate Counselor -(Based in Saratoga Springs)
- 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

Exhibit B

Contract Price for Law Enforcement Services to the City of Bluffdale

(attached hereto)

Contract Price for Law Enforcement Services to the City of Bluffdale – 2013-2014

1. 4 Full-Time Police Officers (Salaries & Benefits) $\$81,600 \times 4 = \$326,400$
2. ½ Investigator – (Salary & Benefits) = $\$40,800$
3. *1 Full-Time Commercial Truck Enforcement Officer – $\$81,600$
4. 1 Full-Time Sgt. Investigator/ Patrol Supervisor (Salary & Benefits) = $\$91,804$
5. 1 Full-Time Patrol Sergeant (Salary & Benefits) = $\$101,758$
6. 1 Part-Time Records Clerk = $\$16,728$
7. *Overtime Pay (as needed) = $\$30,000$
8. a. Uniform Allowance @ $\$90.00$ per mo. $\times 6 + \$45.00$ per month $\times 1 = \$7,020$
b. Uniforms and equipment for Volunteers = $\$1,742$
9. Consumable Supplies = $\$2,500$
10. Professional Contractual Services (includes Disp. Fees, lab costs, etc.) = $\$101,397$
11. Spillman Records Management Systems Maintenance fees = $\$2,000$
12. Cellular telephone fees = $\$1,980$
13. Wireless Data Services (includes air cards, UCAN fees, etc.) = $\$4,464$

Total fees for services to the City of Bluffdale w/ Commercial Enforcement Officer = $\$810,193$