

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY  
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements to provide services and facilities; and

WHEREAS, the Town of Eagle Mountain has determined that the interests and welfare of the public within Eagle Mountain's jurisdiction will best be served by entering into an Interlocal Cooperation Agreement with the Utah County to provide for law enforcement patrols and other law enforcement services in Eagle Mountain;

NOW THEREFORE, be it resolved by the Town Council of Eagle Mountain, that the Town of Eagle Mountain execute an interlocal cooperation agreement with Utah County for the provision of law enforcement services.

APPROVED AND ADOPTED this 10<sup>TH</sup> day of November, 1998.

TOWN OF EAGLE MOUNTAIN

By: Robert E. Bateman  
ROBERT E. BATEMAN, Mayor

ATTEST:

By: Janet B. Valentine  
TOWN RECORDER

APPROVED AS TO FORM:

By: [Signature]  
ATTORNEY FOR TOWN

**COPY**

AGREEMENT NO. 1998- 494

**INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 27th day of October, 1998, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and the TOWN OF EAGLE MOUNTAIN, a political subdivision of the State of Utah, hereinafter referred to as the TOWN.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the TOWN should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, the TOWN has not yet appointed a marshal or ex-officio Chief of Police and does not presently have a police force or any law enforcement officers, but desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the TOWN; and

**WHEREAS**, the COUNTY has an already established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the TOWN; and

**WHEREAS**, the TOWN and the COUNTY desire to save taxpayer money while providing police protection to the TOWN through mutual cooperation; and

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

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the TOWN. This Interlocal Cooperation Agreement shall terminate June 30, 1999. This Agreement shall automatically renew for three further one year periods pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least ninety (90) days prior to the termination date of this Agreement.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

The COUNTY and the TOWN do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the TOWN agree that, pursuant to Section 11-13-7, *Utah Code Annotated, 1953*, as amended, the governing body of the TOWN shall act as the administrator responsible

for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books shall be open for examination by said TOWN at reasonable times. All records created or received by the COUNTY in performance with this Agreement shall be COUNTY records and shall be made available to the TOWN for prosecution purposes during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement, provided however, that the TOWN will furnish office space for the use of the deputy sheriffs assigned to work in the TOWN.

**Section 3. PURPOSES AND DESCRIPTION OF SERVICES.**

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the TOWN for the purpose of providing law enforcement services to the TOWN by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the TOWN. The Utah County Sheriff is hereby appointed as the Chief of Police of the TOWN pursuant to Sections 10-3-918 and 10-3-913, *Utah Code Annotated, 1953*, as amended, and his deputy sheriffs shall be deemed to be police officers of the TOWN pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, *Utah Code Annotated, 1953*, as amended.

COUNTY shall provide the equivalent of one full-time deputy to provide law enforcement services to TOWN for the term of this Agreement. In addition to the deputy

service, COUNTY shall provide patrol response, dispatch services, evidence technician, and investigative support.

**Section 4. MANNER OF FINANCING.**

In consideration for the above services, the TOWN shall pay to the COUNTY the sum of \$7,500 for the first year of services, \$15,000 for the second year of services, and \$30,000 for the third year of services. TOWN will pay the full costs for a full time deputy for the fourth year. COUNTY agrees to notify TOWN of the cost of providing the services for a full-time deputy by October 1, 2001.

It is contemplated that COUNTY will receive funding in order to provide services under this Agreement from outside sources. In the event that funding is not received as expected, COUNTY reserves the right to terminate this Agreement upon ninety (90) days written notice to TOWN.

**Section 5. METHOD OF TERMINATION.**

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one of this Agreement. The parties agree that either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of the ninety (90) calendar days and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

**Section 6. REFERENCE TO JUSTICE COURT.**

The parties agree that all class B and C misdemeanor citations and complaints shall be referred to the Utah County Justice Court in Provo, Utah.

**Section 7. INDEMNIFICATION.**

TOWN shall indemnify and save harmless COUNTY, its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of negligent errors or omissions committed while providing services agreed upon herein. TOWN shall not indemnify COUNTY for intentional torts committed by COUNTY officers or employees. No third party is intended by the parties to be benefitted by the indemnification provisions of this agreement and nothing contained herein shall be interpreted as a waiver of governmental immunity by the TOWN.

**Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of TOWN, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 9. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-

13-9, *Utah Code Annotated, 1953*, as amended, and (d) filed in the official records or each party.

**Section 10. SEVERABILITY.**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 11. GOVERNING LAW.**

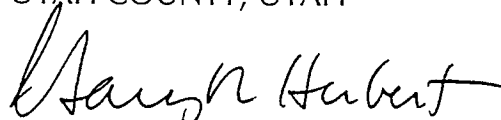
All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**UTAH COUNTY**

Authorized by Resolution No. 1998-79, authorized and passed on the 27th day of October, 1998.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH



GARY R. HERBERT, Chairman

ATTEST:  
ARLIN V. KUHN  
Utah County Clerk/Auditor

By: Linda H. Hensblom  
Deputy

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:  
CARLYLE K. BRYSON  
Utah County Attorney

By: [Signature]  
Deputy Utah County Attorney

TOWN OF EAGLE MOUNTAIN

Authorized by Resolution No. 25-98, authorized and passed on the 10<sup>TH</sup> day  
of NOVEMBER, 1998.

[Signature]  
Mayor

ATTEST: [Signature]  
RECORDER FOR TOWN

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

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ATTORNEY FOR TOWN