

**RESOLUTION No. 05-03-2011**

**A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANTAQUIN CITY AND GENOLA TOWN FOR LAW ENFORCEMENT SERVICES**

**WHEREAS**, both Santaquin and Genola have the responsibility to 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**, Santaquin has an established Police Department complete with physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of both Santaquin and Genola; and

**WHEREAS**, the City of Santaquin operates its Police Department to provide the Town of Genola Law Enforcement Services under a Temporary Interlocal Agreement in which is due to expire on June 30, 2011; and

**WHEREAS**, both Santaquin and Genola desire to amend certain provisions of the aforementioned Interlocal Cooperation Agreement to better accommodate the needs of both municipalities; and

**WHEREAS**, The City of Santaquin and the Town of Genola have negotiated the terms of a new Law Enforcement Services contract; and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Amended Agreement for the provision of law enforcement services.

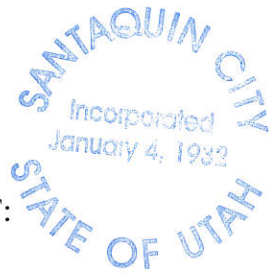
**NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:**

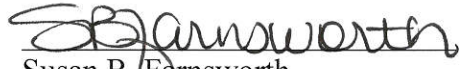
1. The Santaquin City Council approves and authorizes the Mayor to execute the Interlocal Cooperation Agreement between Genola Town and Santaquin city for Law Enforcement Services, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. This Resolution shall take effect July 1, 2011.

**PASSED AND APPROVED** this 18<sup>th</sup> day of May, 2011.

  
James E. DeGraffenried, Mayor

ATTEST:



  
Susan B. Farnsworth  
Santaquin City Recorder

**AMENDED INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES**

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into this 18 day of May, 2011, by and between Santaquin City, a fifth class city of the State of Utah, (hereinafter referred to as "Santaquin"), and the Town of Genola, a Town of the State of Utah (hereinafter referred to as "Genola").

**WITNESSETH:**

**WHEREAS**, both Santaquin and Genola have the responsibility to 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**, Santaquin has an established Police Department complete with physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of both Santaquin and Genola; and

**WHEREAS**, Santaquin and Genola previously entered into an Interlocal Cooperation Agreement through which, Santaquin has provided and does now provide law enforcement services to Genola; and

**WHEREAS**, both Santaquin and Genola desire to amend certain provisions of the aforementioned Interlocal Cooperation Agreement to better accommodate the needs of both municipalities; and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Amended Agreement for the provision of law enforcement services.

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

**Section 1. EFFECTIVE DATE; DURATION**

Santaquin and Genola intend that this Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon approval and execution hereof by the governing bodies of Santaquin and Genola. Although by law, an Interlocal Cooperation Agreement is not effective until executed and filed with each of respective parties as established in Section 8 hereof, once effective this Amended Interlocal Cooperation Agreement shall apply to the relationship of the parties as of July 1, 2011, shall remain effective until its anniversary date, which is defined herein to be June 30, 2012, and shall automatically renew for further one year periods unless otherwise terminated as provided for herein. This Agreement shall not, in any event, continue to renew for a period longer than fifty (50) years from the effective date hereof.

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

Santaquin and Genola neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Amended Interlocal Cooperation Agreement. Santaquin and Genola agree that, pursuant to Section 11-13-7, Utah Code Annotated, 1953, as amended, the governing body of Santaquin shall act as the administrator responsible for the administration of this Amended Interlocal Cooperation Agreement. The parties further agree that this Amended Interlocal Cooperation Agreement neither anticipates nor provides for any organizational changes in the parties. Santaquin agrees to keep all books and records required by this Amended Agreement in such form and manner as the Santaquin Auditor shall specify and further agrees that said books shall be open for examination by Genola at reasonable times. All records created or received by Santaquin in accordance with this Amended Agreement shall be Santaquin records. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Amended Agreement.

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

3.1 This Amended Interlocal Cooperation Agreement has been established and entered into between Santaquin and Genola for the purpose of providing law enforcement services to Genola by the Police Department of Santaquin. Santaquin agrees to provide twenty (20) hours of law enforcement services per week plus emergency response, through its police department, for and on behalf of Genola.

3.2 Genola hereby appoints the Santaquin Police Chief as the Chief of Police of Genola pursuant to section 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and each of the sworn police officers of Santaquin shall also be deemed to be police officers for the Town of Genola for purposes of, and pursuant to, Section 10-3-918, 10-3-919, 10-3-914 and 10-3-915, Utah Code Annotated, 1953, as amended.

3.3 The Police Chief, and through him each of the police officers, shall be subordinate to the Governing Body of Santaquin; and also to the Governing Body of Genola when performing tasks on behalf of the Town of Genola.

3.4 The Police Chief and each of the police officers shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All such purposes shall be handled exclusively by, and at the sole discretion of, Santaquin City.

#### **Section 4. MANNER OF FINANCING**

In consideration of the above services, Genola shall pay Santaquin for its Law Enforcement expenses as follows:

4.1 FEES FOR SERVICES: The parties agree that said fee for the period from July 1, 2011 through June 30, 2012, shall be Fifty Nine Thousand Four Hundred and Thirty Six Dollars (\$59,436) paid in equal monthly installments. This amount shall be adjusted annually based on the US Department of Labor Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) percentage of change for the preceding available twelve (12) month period.

4.2 FUEL SURCHARGE: The parties acknowledge and agree that the price of gasoline is a significant component of the costs to provide patrol services under this Agreement. Accordingly, if the monthly average price per gallon for the State of Utah as identified by Utah Gas Prices.com [[http://www.utahgasprices.com/Retail\\_Price\\_Chart.aspx](http://www.utahgasprices.com/Retail_Price_Chart.aspx)] exceeds \$2.75 per gallon (the average cost for a gallon of gas in the State of Utah on January 1, 2011) a fuel surcharged shall be paid to Santaquin by Genola.

By policy, each of the three primary daily patrol shifts includes patrol hours in Genola. It is conservatively estimated that those patrols total fifty (50) miles of travel per day. It is also estimated that each patrol vehicle operates with a fuel consumption rate of fifteen (15) miles per gallon. Over a thirty (30) day period the average number of gallons of fuel consumed for the base patrolling of Genola is one hundred (100) gallons [Fifty (50) miles per day times Thirty (30) days per month divided by Fifteen (15) miles per gallon].

Fuel surcharges shall be applied and billed monthly by multiplying the difference between the current average fuel rate and the fuel rate as of January 1, 2011 multiplied by 100 gallons of consumption per month. [For example, if the current average gas rate is \$3.25, the fuel surcharge would be calculated as follows:  $\$3.25 - \$2.75 = \$0.50$ ;  $\$0.50 \times 100 \text{ gallons} = \$50.00$ .]

#### **Section 5. METHOD OF TERMINATION**

This Interlocal Cooperation Agreement will automatically renew for an additional one year term on each anniversary date, pursuant to the provisions of section 1 of this Agreement. The parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, by delivering written notice to the other party, by certified mail, no later than 90 days prior to said anniversary date, or at any other time mutually agreed to by the parties.

#### **Section 6. INSURANCE AND INDEMNIFICATION**

Santaquin shall instruct its insurance carrier to add the Town of Genola and the Genola Town Council to its liability insurance as additional insureds for purposes of the law enforcement services described herein, and deliver to Genola a certificate, or certificates of

insurance to that effect, along with copies of each applicable policy or coverage agreement. The cost of such additions to the insurance coverage shall be included in the fees described in section 4 of this Agreement. In the event that Genola desires additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Genola.

Each of the parties shall indemnify and save harmless the other, including 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 its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63G-7-101 et seq. (1953 as amended).

**Section 7. REVIEW BY APPROVED ATTORNEY**

Santaquin and Genola hereby certify that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), each has submitted this agreement to an attorney authorized to represent the City/Town for review as to proper form and compliance with applicable law.

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

Executed copies of this Amended Interlocal Cooperation Agreement shall be placed on file in the offices of Santaquin and Genola and with the official keeper of records of each municipality within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Amended Interlocal Cooperation Agreement.

**Section 9. AMENDMENTS**

This Amended 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 an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

**Section 10. SEVERABILITY**

If any term or provision of this Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Amended 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 Amended Interlocal Cooperation Agreement unenforceable.


**Section 11. GOVERNING LAW**

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

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

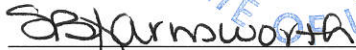
**SANTAQUIN CITY**

Authorized by Resolution No. 05-03-2011, authorized and passed on the 18<sup>th</sup> day of May, 2011.

  
James E. DeGraffenried, Mayor  
Santaquin City



ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
S. Junior Baker

**GENOLA TOWN**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Danny Throckmorton, Mayor  
Genola Town

ATTEST:

\_\_\_\_\_  
Kathleen Gurnsey  
Genola Town Clerk

APPROVED AS TO FORM:


\_\_\_\_\_  
David L. Church



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

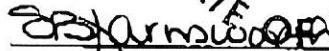
**SANTAQUIN CITY**

Authorized by Resolution No. 05-032011, authorized and passed on the 18<sup>th</sup> day of May, 2011.

  
James E. DeGraffenried, Mayor  
Santaquin City



ATTEST:

  
Susan B. Farnsworth  
Santaquin City Recorder

APPROVED AS TO FORM:

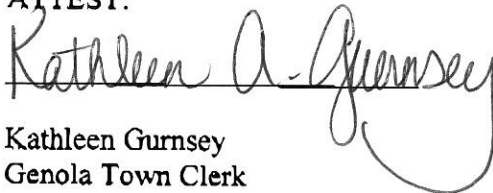
\_\_\_\_\_  
S. Junior Baker

**GENOLA TOWN**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

  
Danny Throckmorton, Mayor  
Genola Town

ATTEST:

  
Kathleen Gurnsey  
Genola Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Church

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

**SANTAQUIN CITY**


Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
James E. DeGraffenried, Mayor  
Santaquin City

ATTEST:

\_\_\_\_\_  
Susan B. Farnsworth  
Santaquin City Recorder

APPROVED AS TO FORM:

  
S. Junior Baker

**GENOLA TOWN**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Danny Throckmorton, Mayor  
Genola Town

ATTEST:

\_\_\_\_\_  
Kathleen Gurnsey  
Genola Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Church

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

**SANTAQUIN CITY**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
James E. DeGraffenried, Mayor  
Santaquin City

ATTEST:

\_\_\_\_\_  
Susan B. Farnsworth  
Santaquin City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
S. Junior Baker

**GENOLA TOWN**

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Danny Throckmorton, Mayor  
Genola Town

ATTEST:

\_\_\_\_\_  
Kathleen Gurnsey  
Genola Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David L. Church