

## **INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This Interlocal Agreement for Law Enforcement Services (this “Agreement”) is made and entered into this \_\_\_\_ day of October, 2024, by and between the CITY OF MIDWAY, a political subdivision of the State of Utah (hereinafter called the “Midway”) and HEBER CITY, a political subdivision of the State of Utah (hereinafter called “Heber”). Midway and Heber are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Heber is in the business of providing law enforcement services in Heber City; and,

**WHEREAS**, Midway desires to retain and authorize Heber to provide law enforcement services in City of Midway; and

**WHEREAS**, Utah Code § 11-13-202 authorizes public agencies to enter into an interlocal agreement to provide law enforcement services.

**NOW THEREFORE**, this Agreement sets forth the terms and conditions whereby Heber will provide law enforcement services to Midway and how Midway shall compensate Heber for the services it provides, as described herein.

### **AGREEMENT**

**1. Services provided by Heber:** Heber shall provide the following law enforcement services to Midway (the “Services”):

- a. Heber shall provide 84 hours of law enforcement service to Midway per week, which shall generally consist of 12-hour shifts from 7:00 a.m. to 7:00 p.m. Monday through Sunday (a “Regular Shift”). In order to provide officers that are familiar with Midway issues and staff, Heber shall attempt to utilize two officers who will rotate working either three 12-hour shifts per week or four 12-hour shifts per week. Each Regular Shift may include time for staff meetings, trainings, luncheons, team-building events, or other events that are normally required of and attend by Heber City police officers. The two officers shall also be entitled to holiday leave, vacation leave, sick leave, maternity leave, bereavement or other benefits provided to other Heber police officers (collectively “Leave”). Heber shall notify Midway on days that Heber is aware that the officer that is scheduled to work the Regular Shift will not be available due to Leave. If Midway requests that Heber provide a substitute officer to cover any Regular Shift for which the two offices assigned to Midway have Leave, Heber shall make all reasonable attempts to provide a substitute officer and Midway shall pay overtime rates for the requested additional time. If the officers that are assigned to Midway take unpaid leave (such as FMLA or Military Leave), Heber shall either adjust the fees to be paid by Midway or provide a substitute officer.
- b. Heber shall enforce Utah Code consistent with law enforcement training and direction from Midway regarding expectations and points/geographic areas of emphasis.

- c. Heber shall enforce provisions of the Midway Municipal Code that are requested by Midway and approved by Heber.
- d. Heber shall provide administrative oversight, training, backup, report approvals, records reporting, evidence handling, equipment management and other ongoing support.
- e. Heber shall promote a positive image for Midway by providing professional, customized services.
- f. Heber shall utilize the same officers to provide services to Midway on a routine basis to promote community policing and interaction.
- g. The officers assigned to Midway shall attend one Midway Council meeting per month during regular shift hours.
- h. Heber shall provide at least weekly briefing bulletins to the Midway Council.
- i. Heber shall provide annual and/or other special reports as requested by Midway.

**2. Potential Additional Hours for Special Purposes:** In addition to the Services listed in Paragraph 1 above, Midway may request additional hours from Heber for special purposes (such as Swiss Days, community events, etc.) with the understanding there would be additional hourly labor and other related costs pertaining to such hours, ~~and that officers providing such services may not be identified as officers serving Midway.~~ Heber will be able to consider providing such additional services/ad-hoc hours while being under no obligation to do so beyond the agreed upon Regular Shifts.

**3. Communications:** Heber will provide Midway with quarterly invoices that will include supporting documentation for the Services provided. Additionally, Heber will provide Midway with a weekly brief outlining the Services provided and incidents addressed during the prior week. Heber shall provide to Midway a contact person to which Midway can communicate regarding questions, concerns, or comments on the performance of officers, services provided or billing issues. In addition, each member of the Midway Council is authorized to contact the Heber City Police Chief directly with any questions or concerns.

**4. Compensation paid by Midway:** The tables below contain Heber’s estimated costs for the Services to be provided by Heber to Midway. However, Heber and Midway understand and agree that Midway shall be required to pay only the actual costs associated with the Services listed in the tables, not the estimates provided below:

**YEAR 1**

Personnel – X2	Year 1
Officer’s wages and benefits	\$278,206
Training	\$4,000
Officer Overtime (estimated amount but billed actual)	\$12,000

**YEAR 2**

Personnel – X2	Year 2
Officer’s wages and benefits	\$278,206
Training	\$4,000
Officer Overtime (estimated amount but billed actual time)	\$12,000

Vehicle Lease – X2	\$32,000
One-time vehicle upfit	\$20,000
Fuel (estimated but billed actual)	\$8,000
Officer Equipment (one time cost)	\$21,000
Uniforms	\$1,200
Patches (one time)	\$200
Badges (one time)	\$500
Computer laptop	\$3,400
Admin. of services (percentage of personnel costs)*	\$58,841
First year costs for two officers	\$439,347

Vehicle Lease – X2	\$32,000
Fuel (estimated but billed actual)	\$8,000
Officer Equipment	\$500
Uniforms	\$1,200
Admin. of services (percentage of personnel costs)*	\$58,841
Second year costs for two officers	\$394,741

\*Midway shall have the opportunity to review and seek further understanding regarding all administrative costs.

In addition to the terms provided above, Midway shall be responsible for paying dispatch fees to Wasatch Heber City, which provides such services for Heber.

Midway may request a budget update at any time and Heber agrees to provide the update within ten (10) days of when the update is requested.

**5. Prosecution of Citations:** All citations issued by Heber shall be provided to the Wasatch Heber City Prosecutor’s Office for prosecution. Midway shall be responsible to have a separate agreement with Wasatch Heber City for the prosecution, and Heber shall not be entitled to funds generated by citations.

**6. Term:** This Agreement shall be valid and in effect through June 30, 2025 to coincide with the Parties’ annual budgetary calendars. The period between the execution of this Agreement and June 30, 2025 shall be considered a “trial period” for both Heber and Midway. If either Party desires to terminate the Agreement on or before June 30, 2025, they shall provide the other Party with at least one-hundred and twenty (120) days’ notice of their intent to terminate. If the Parties desire to continue their relationship beyond June 30, 2025, this Agreement shall be the basis for renewal negotiations. If the Agreement is terminated, all equipment listed in Paragraph 3 above that was paid for by Midway shall belong to the and be returned to Midway.

**7. Heber City's Status As Independent Contractor:** All law enforcement personnel providing services under this Agreement shall be employees of Heber City. Heber City shall have complete control and discretion of the law enforcement personnel, and the law enforcement personnel shall be subject to personnel rules, regulations, procedures, grievance procedures and other provisions of Heber City and the Heber City Police Department. Midway City and Heber City enter into this Agreement at arms' length. Heber City at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither Heber City nor Midway City shall hold itself out as the representative or agent of the other Party. Neither Midway City nor Heber City has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. Heber City, its employees, and Officers assigned to perform services under this Agreement shall not be deemed employees or joint employees of Midway City for any purpose. Heber City retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. Heber City is responsible for instructing and training its Officers consistent with this Agreement. Heber City retains the sole right and authority to decide and direct which Officers it shall assign, at what times, to provide Services under this Agreement. Heber City shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither Heber City nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that Midway City may provide to its employees. It is understood that Midway City will not provide and shall not be responsible for worker's compensation coverage for Heber City or any Officer. Responsibility for providing such coverage remains solely with Heber City. When rendering Services Officers act solely as the agents of Heber City. Heber City, shall at all times, carry appropriate liability insurance necessary to cover the actions of its employees under this Agreement.

**8. Governmental Immunity / Notice of Claims.** Heber City and Midway are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. 63G-7-101, et seq.) (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that under this Agreement each are only responsible and liable for wrongful or negligent acts which are committed by its own employees. It is hereby agreed that all services provided under this Contract are by employees of Heber City and that they act solely as the agents of Heber City in providing these services. Heber City and Midway do not waive any defenses otherwise available under the Immunity Act nor does Heber City or Midway City waive any limits of liability currently provided by the Immunity Act. If any Notice of Claim is provided that may be related to services provided under this Agreement, the party receiving the Notice of Claim shall immediately provide the claim to the other party.

**9. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of Utah without regard to any choice of law principles.

**10. Amendment:** Any amendment(s) to this Agreement shall be in writing and signed by all Parties hereto.

**11. Counterparts:** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered electronically shall be deemed an original signed copy of this Agreement.

**12. Agreement to Perform Necessary Acts:** The Parties each agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this Agreement.

**13. Authority:** The persons executing this Agreement on behalf of the Parties represent that they have the authority to do so, and that they have the authority to bind the Parties to the terms of this Agreement.

**14. Interlocal Cooperation Act Requirement:** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Utah Code §11-13-101, *et seq.*, the Parties agree as follows:

- a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Act.
- b. In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.
- c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.
- d. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.
- e. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal as of the effective date indicated above.

**CITY OF MIDWAY**

Attest:

\_\_\_\_\_  
Celeste Johnson, Mayor

\_\_\_\_\_  
Brad Wilson, City Recorder

Approved as to Form:

\_\_\_\_\_  
Corbin Gordon, City Attorney

**HEBER CITY**

Attest:

\_\_\_\_\_  
Heidi Franco, Mayor

\_\_\_\_\_  
Trina Cooke, City Recorder

Approved as to Form:

\_\_\_\_\_  
Jeremy Cook, City Attorney



## RESOLUTION 2024-28

### **A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT BETWEEN HEBER CITY AND MIDWAY CITY FOR ADDITIONAL LAW ENFORCEMENT SERVICES**

**WHEREAS**, Midway City desires to protect the health, safety, and welfare of its residents and visitors; and

**WHEREAS**, law enforcement is an essential component of this protection; and

**WHEREAS**, Midway City desires to contract with Heber City for additional law enforcement services; and

**WHEREAS**, Heber City is agreeable to rendering such services; and

**WHEREAS**, such documents are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

**NOW, THEREFORE**, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the agreement for additional law enforcement services attached hereto as Exhibit A and authorizes the Mayor of Midway City to execute the agreement on behalf of the City.

**PASSED AND ADOPTED** by the Midway City Council on the    day of            2024.

MIDWAY CITY

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Celeste Johnson, Mayor

ATTEST:

---

Brad Wilson, Recorder

(SEAL)

DRAFT



Exhibit A

DRAFT

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**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal as of the effective date indicated above.

**CITY OF MIDWAY**

Attest:

\_\_\_\_\_  
Celeste Johnson, Mayor

\_\_\_\_\_  
Brad Wilson, City Recorder

Approved as to Form:

\_\_\_\_\_  
Corbin Gordon, City Attorney

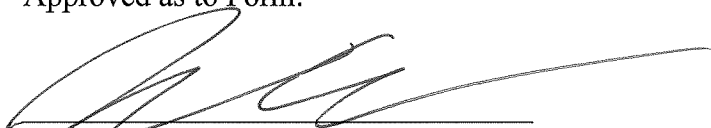
**HEBER CITY**

Attest:

\_\_\_\_\_  
Heidi Franco, Mayor

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Trina Cooke, City Recorder

Approved as to Form:

  
\_\_\_\_\_  
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