

RESOLUTION 24-10

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING
AMENDMENT #2 TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

WHEREAS, South Weber entered into an agreement for law enforcement services with Davis County Sheriff's Office (#2022-398) with a term beginning July 1, 2022 and approved Amendment #1 be begin July 1, 2023; and

WHEREAS, the compensation portion of the agreement is due to be updated to reflect current needs and costs; and

WHEREAS, the Public Safety Committee has worked closely with the Sheriff's Department to reach an equitable contract for both parties; and

WHEREAS, the City Council is pleased with the service received and wishes to continue the current business relationship;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

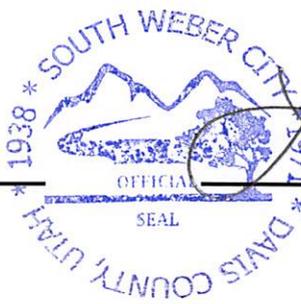
Section 1. Approval: Amendment #2 to Interlocal Cooperation Agreement 2022-398 is hereby approved as included in **Exhibit 1**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of April 2024.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST


Rod Westbroek, Mayor




*Attest: Lisa Smith, Recorder

EXHIBIT 1

AMENDMENT #2 TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH DAVIS COUNTY SHERIFF'S OFFICE

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This amendment is between Davis County, a body corporate and politic and legal subdivision of the State of Utah ("County"), and South Weber City, a municipal corporation, body politic, and political subdivision of the State of Utah ("City").

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement for Law Enforcement Services, dated July 12, 2022 by the County, and identified in the County's records as Contract Number 2022-398 (the "Agreement").

WHEREAS, the parties, through this amendment, desire to amend the Agreement as set forth below.

The parties therefore agree as follows:

1. Section 3, Subsection a of the Agreement is omitted and replaced with the following:

3. Compensation.

a. Compensation for the law enforcement services provided by the County to the City under this Agreement shall be as follows:

1) The following provisions apply for the City's fiscal year 2023 (July 1, 2022 through June 30, 2023):

a) The County agrees to perform the law enforcement services outlined in this Agreement, and the City agrees to pay the County \$132,669.20 per Patrol Unit for the performance of such law enforcement services, which equals \$11,055.77 per Patrol Unit per month for the performance of such law enforcement services; and

b) At a service level of two Patrol Units, the City agrees to pay the County \$265,338.40, which equals \$22,111.53 per month for the performance of such law enforcement services; and

c) The foregoing monthly payment amounts shall be paid by the City to the County within 30 calendar days of receiving an invoice from the County.

2) The following provisions apply for the City's fiscal year 2024 (July 1, 2023 through June 30, 2024):

a) The County prepared a budget in January of 2023 that established the costs at \$336,774.63 for the County to perform the law enforcement services outlined in this Agreement;

b) The County agrees to provide the City with an 11.6% discount from the \$336,774.63 costs for the County to perform the law enforcement services outlined in this Agreement;

c) The County agrees to perform the law enforcement services outlined in this Agreement, and the City agrees to pay the County, after application of the 11.6% discount, \$150,538.26 per Patrol Unit for the performance of such law enforcement services, which equals \$12,544.89 per Patrol Unit per month for the performance of such law enforcement services; and

d) At a service level of two Patrol Units, the City agrees to pay the County \$301,076.52, which equals \$25,089.71 per month for the performance of such law enforcement services; and

e) The foregoing monthly payment amounts shall be paid by the City to the County within 30 calendar days of receiving an invoice from the County.

3) The following provisions apply for the City's fiscal year 2025 (July 1, 2024 through June 30, 2025):

a) The County prepared a budget in January of 2024 that established the costs at \$346,303.04 for the County to perform the law enforcement services outlined in this Agreement;

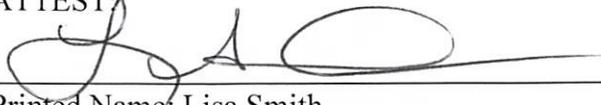
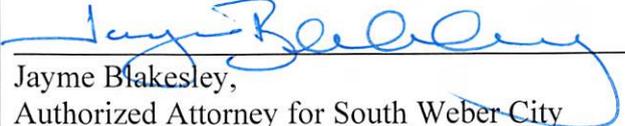
b) The County agrees to perform the law enforcement services outlined in this Agreement, and the City agrees to pay the County \$173,151.52 per Patrol Unit for the performance of such law enforcement services, which equals \$14,429.29 per Patrol Unit per month for the performance of such law enforcement services; and

c) At a service level of two Patrol Units, the City agrees to pay the County \$346,303.04, which equals \$28,858.59 per month for the performance of such law enforcement services; and

d) The foregoing monthly payment amounts shall be paid by the City to the County within 30 calendar days of receiving an invoice from the County.

2. The effective date of this amendment will be the date that this amendment is signed by both parties.
3. Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

The parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Bob J Stevenson, Chair Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Brian McKenzie Davis County Clerk</p> <p>Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____</p> <p>Authorized Attorney for Davis County</p>	<p>SOUTH WEBER CITY</p> <p>By:  _____ Printed Name: David Larson Title: City Manager</p> <p>Date: <u>4-09-2024</u></p> <p>ATTEST:</p> <p> _____</p> <p>Printed Name: Lisa Smith Title: City Recorder</p> <p>Date: <u>4-09-2024</u></p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p> _____</p> <p>Jayme Blakesley, Authorized Attorney for South Weber City</p>
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