



Contract Number: CA0000000000075
Sold To: Taylorsville City
Description: SHF-Interlocal COOP agreement between Taylorsville City & SL County Sheriff to provide prisoner transportation to the Taylorsville Municipal Justice Court @ \$42.15 per prisoner. TERM Upon execution for one year. May be renewed for up to four one-year terms.
Revenue Amount: \$0.00
Agency Name: Sheriff
Start Date: 2014-07-14 End Date: 2015-07-13

PLEASE RETURN TO:
SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190

INTERLOCAL COOPERATION AGREEMENT
Between Taylorsville City and Salt Lake County
for its Sheriff's Office to Provide Prisoner Transportation to the
Taylorsville Municipal Justice Court

This Interlocal Cooperation Agreement ("Agreement") is made on the 10 day of July, 2014 ("Effective Date") by and among Salt Lake County, a body corporate and politic of the State of Utah (the "County" or "Contractor") for and on behalf of the Salt Lake County Sheriff's Office ("Sheriff's Office") and Taylorsville City (the "City") pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended ("Interlocal Act").

WHEREAS, the City operates the Taylorsville Municipal Justice Court ("Justice Court"); and

WHEREAS, City has the need of prisoner transportation services to and from its Justice Court; and

WHEREAS, Sheriff's Office provides prisoner transportation services to various courts within Salt Lake County; and

WHEREAS, Sheriff's Office is willing and able to adequately provide secure prisoner transportation services for the Justice Court; and

WHEREAS, City and County shall not create a new or separate interlocal agency through this Agreement; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, permits local governmental entities to make the most efficient use of their powers and to provide the benefit of economies of scale, as well as authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a cooperative basis, any powers, privileges and authority that may be exercised by each public entity individually; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the County under the Interlocal Cooperation Act, whereby Sheriff's Office provides prisoner transportation services to City under certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

County hereby agrees to provide prisoner transportation services to City under the terms and conditions specified in this Agreement as follows:

1. **Scope**

- a. Sheriff's Office will provide prisoner transportation between the Salt Lake County Adult Detention Complex (the "Jail") and the Justice Court Monday through Friday during regular court hours, excluding Court holidays, as prisoners are requested by the Court.
- b. Sheriff's Office will provide transportation to the Jail for prisoners sentenced to custody "forthwith".
- c. Upon request by City, Sheriff's Office may provide transportation to the Justice Court for prisoners held in other county jails.
- d. Sheriff's Office will not provide bailiff services under this Agreement.
- e. Prisoners will be secured at the Justice Court by Sheriff's Office transportation personnel.
- f. The methods and manners used to secure prisoners shall be in the sole discretion of the Sheriff's Office.

2. **Compensation** City shall compensate Sheriff's Office for services performed under this Agreement as follows. City shall not be liable for any charges or expenses except those which are specifically set forth herein.

- a. City shall pay Sheriff's Office the sum of **\$42.15** per prisoner transported within Salt Lake County. For transportation of prisoners held outside Salt Lake County, the rates for the transport will be determined based on mileage and the nature of the transport. Transporting a prisoner under this Agreement means either a round-trip from the Jail or other county jail to the Justice Court, and back to the Jail or other county jail, or from the Justice Court to the Jail.
- b. Sheriff's Office shall provide monthly invoices to the City based upon the number of prisoners transported. Sheriff's Office shall provide a monthly list of prisoners transported along with invoice. City shall pay County within thirty (30) days from the date of each invoice.

3. **Term of Agreement** This Agreement shall be effective upon execution, and shall terminate one year after the date of execution ("Term"). This Agreement may be renewed in writing signed by both Parties, at the end of the Term, for up to four (4) additional one-year terms upon the same terms and conditions as set forth in this Agreement. Upon annual renewal, the Parties will review and adjust the fees as necessary.

4. **NO SEPARATE ENTITY** No separate interlocal cooperative entity is created hereunder.

5. **AMENDMENTS** Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally and may only be modified or amended by an instrument in writing, signed by both the City and Contractor (except as provided herein).
6. **ASSIGNMENT** This agreement shall not be assigned without the prior written consent by City.
7. **AUTHORITY TO BIND** By signing this Agreement, the undersigned individuals warrant and represent that they have the authority to bind the parties pursuant to the terms of this Agreement.
8. **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the City, Contractor and its respective successors and assigns.
9. **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.
10. **ENTIRE AGREEMENT**
 - (A) This Agreement, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties. No tender, offer, or promise of any kind outside the terms of the Agreement by any member, employee, officer, director, agent, or representative of the Parties has been made to induce the signatories or the Parties to enter into the Agreement. No oral representations shall be considered part of the Agreement. The provisions of the Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons or legal entities.
 - (B) This Agreement supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.
11. **GOVERNING LAW** The terms of this Agreement shall be construed and interpreted under the laws of the State of Utah. Any challenge under this Agreement shall be brought in the Third District Court of Utah, Salt Lake County, or the U.S. District Court for the District of Utah.

12. **INDEMNIFICATION** Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
13. **INDEPENDENT CONTRACTOR STATUS** The relationship of City and County under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and City of employer and employee, partners or joint venturers.
14. **NON-APPROPRIATION OF FUNDS** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year. Each Party's obligation beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void. In any event County shall be reimbursed the full cost of providing such services through the date of termination.
15. **NOTICE** Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the

Parties as set forth below:

To the County: Salt Lake County Sheriff's Office
Attn: Fiscal
2001 South State Street, S3300
Salt Lake City, Utah 84190

To the City Taylorsville City
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

16. **RELATIONSHIP OF PARTIES AND NO THIRD-PARTY RIGHTS** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.
17. **REVIEW** This agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with § 11-13-202.5(3) (2009).
18. **SECTION HEADINGS** Section headings are for convenience only and shall not affect the interpretation of this Agreement.
19. **SEVERABILITY** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. The Parties hereto agree to replace an invalid, illegal or unenforceable provision with a new provision which provides the most nearly similar permissible economic effect as the invalid, illegal or unenforceable provision.
20. **TERMINATION**
 - A. **FOR CONVENIENCE** Either Party may terminate this Agreement at any time with or without cause upon giving ninety (90) calendar days prior written notice to the other Party.
 - B. **TERMINATION SETTLEMENT** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract.

21. **TIME** Time is of the essence.
22. **WAIVERS** (A) The failure of either Party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either Party hereunder to demand strict compliance and performance therewith. None of the undertakings, agreements, or covenants of either Party under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.
- (B) The right of the City to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the City, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the City or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the City of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
23. **RESOLUTION** The parties agree that a resolution of legislative bodies is required, pursuant to Utah Code, Section 11-13-202.5(1)(b).
24. **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 by facsimile shall be deemed an original signed copy of this Agreement.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first written above.

Salt Lake County

Nichole Dunn
Mayor or Designee

Date: 7/16/14

James M. Winder
James M. Winder
Salt Lake County Sheriff

Approved as to legal form and compliance with applicable law:

Spilhilde 7-3-14
Attorney for Salt Lake County

TAYLORSVILLE CITY CORPORATION

ATTEST:

see next pg.
Larry Johnson, Mayor

City Recorder

Date: _____

Approved as to legal form and compliance with applicable law:

Attorney for Taylorsville City

PLEASE RETURN TO:
SALT LAKE COUNTY CONTRACTS
2001 S. STATE ST. #N4500
SALT LAKE CITY, UT 84190

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first written above.

Salt Lake County

Mayor or Designee

Date: _____

James M. Winder
Salt Lake County Sheriff

Approved as to legal form and compliance
with applicable law:

Michelle 7-3-14

Attorney for Salt Lake County

TAYLORSVILLE CITY CORPORATION

Larry Johnson

Larry Johnson, Mayor

Date: *8-25-14*

Approved as to legal form and compliance
with applicable law:

[Signature]

Attorney for Taylorsville City

ATTEST:

Cheryl P. Cottle

City Recorder



EXHIBIT 1

RESOLUTION NO. 4853

DATE September 9, 2014

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING AN INTERLOCAL AGREEMENT WITH TAYLORSVILLE CITY TO TRANSPORT PRISONERS.

RECITALS

WHEREAS, Salt Lake County (the "County") and Taylorsville City (the "City") are public agencies as defined in the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to - 314 (1953 as amended) (the "Act");

WHEREAS, the City and the County are authorized by the Act to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources

WHEREAS, the City operates the Taylorsville Municipal Justice Court (the "Justice Court"); and

WHEREAS, City has the need of prisoner transportation services to and from its Justice Court; and

WHEREAS, Sheriff's Office provides prisoner transportation services to various courts within Salt Lake County;

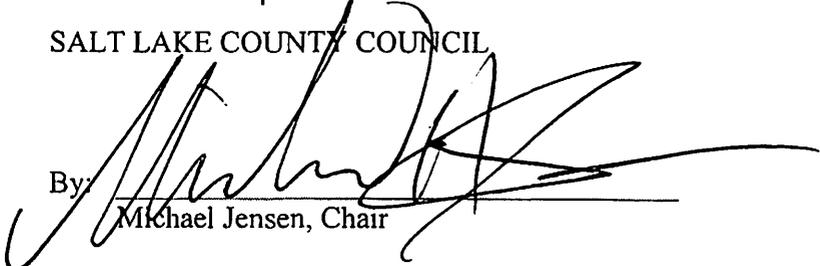
WHEREAS, Sheriff's Office is willing and able to adequately provide prisoner transportation services for the Justice Court; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the County under the Act, whereby Sheriff's Office provides prisoner transportation services to City under the terms and conditions as set forth in the Agreement, attached hereto as Exhibit 1;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Interlocal Agreement is accepted and approved and the Mayor is authorized to execute the agreement on behalf of Salt Lake County.

APPROVED and ADOPTED this 9th day of September 2014.

SALT LAKE COUNTY COUNCIL

By: 
Michael Jensen, Chair

ATTEST:

Sherrie Swensen

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By *[Signature]*
Deputy District Attorney
Date 7-3-14

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>Absent</u>
Council Member Burdick voting	<u>Absent</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Horiuchi voting	<u>"Aye"</u>
Council Member Jensen voting	<u>"Aye"</u>
Council Member Newton voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>

TAYLORSVILLE, UTAH
RESOLUTION NO. 14-22

A RESOLUTION OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY SHERIFF'S OFFICE AND THE CITY OF TAYLORSVILLE TO PROVIDE PRISONER TRANSPORTATION TO THE TAYLORSVILLE MUNICIPAL JUSTICE COURT

WHEREAS, the Taylorsville City Council ("*Council*") met in regular meeting on August 6, 2014, to consider, among other things, approving an Interlocal Cooperative Agreement with the Salt Lake County Sheriff's Office to provide prisoner transportation to the Taylorsville Municipal Justice Court in the amount of \$42.15 per prisoner transported within Salt Lake County; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the "*Act*") provides that two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, Salt Lake County ("*County*") and Taylorsville are governmental entities as contemplated by the Act; and

WHEREAS, the County and Taylorsville are authorized to provide prisoner transportation to the Taylorsville Municipal Justice Court; and

WHEREAS, the entities have prepared for approval and execution an Interlocal Cooperative Agreement ("*Agreement*") that provides, among other things, the purpose thereof and the extent of required participation of the parties and the rights, duties, and responsibilities and obligations of the parties with respect to court security services; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Taylorsville to enter into the Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement be approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the Agreement.

This Resolution, assigned No. 14-22, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this 6th day of August, 2014.

TAYLORSVILLE CITY COUNCIL

By: Kristie Overson
Kristie Overson, Chairman



VOTING:

Dan Armstrong	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dama Barbour	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ernest Burgess	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brad Christopherson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Kristie Overson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

PRESENTED to Mayor of Taylorsville for his approval this 6th day of August, 2014.

APPROVED this 7 day of August, 2014.

Lawrence Johnson
Lawrence Johnson, Mayor

ATTEST:

Cheryl P. Cottle
Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this 7 day of August, 2014.

RECORDED this 7 day of August, 2014.



Contract Number: SHFTAYLORSVILLE TRANSPORT (Formerly CA000000000075)
Sold To: Taylorsville City
Description: SHE-Interlocal-County to provide prisoner transportation to the Taylorsville Municipal Justice Court @ \$42.15 per prisoner. Term to 7/13/2015, may renew up to four 1yr terms.// AMD#1 County to charge \$42.48 per prisoner and agr. renewed to 6/30/2016
Revenue Amount: \$0.00
Agency Name: Sheriff
Start Date: 2014-07-14 End Date: 2016-06-30

AMENDMENT NO. 1
TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN
TAYLORSVILLE CITY
AND
SALT LAKE COUNTY
for Prisoner Transportation Services

THIS AMENDMENT, is made and entered into this 23 day of June, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (the "COUNTY") on behalf of its Sheriff's Office and TAYLORSVILLE CITY, ("CITY"). County and City may be collectively referred to as the "Parties" in the plural.

RECITALS

- A. The Parties entered into an interlocal agreement for the purposes of transporting prisoners to the Taylorsville Justice Court.
- B. The Parties now desire to extend their Agreement and to increase the fee per prisoner transported.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Parties hereby agree to amend the original interlocal agreement as follows:

- I. Section 2, entitled "Compensation" of the Agreement, is hereby amended to require payment to the Sheriff's Office in the sum of \$42.48 per prisoner transported within Salt Lake County effective July 1, 2015.

- II. Section 3, entitled "Term of Agreement" is hereby amended to extend the original term, for an additional eleven months to June 30, 2016.
- III. Unless specifically altered in this Amendment, all other terms and conditions of the original Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year recited above.

SALT LAKE COUNTY

By: Nichole Dunn
Mayor or Designee

Date: 6/23/15

DEPARTMENT APPROVAL:

James M. Winder
James M. Winder
Salt Lake County Sheriff

Date: 5.21.15

APPROVED AS TO FORM

By: Valerie M. Wilde
VALERIE M. Wilde
Salt Lake County Deputy District Attorney

Date: _____

TAYLORSVILLE CITY CORPORATION

By: See attached
Larry Johnson, Mayor

Date: _____

Approved As To Legal Form and Compliance with Applicable Law:

By: See attached
Attorney for Taylorsville

Date: _____

ATTEST:

See attached
City Recorder

- II. Section 3, entitled "Term of Agreement" is hereby amended to extend the original term, for an additional eleven months to June 30, 2016.
- III. Unless specifically altered in this Amendment, all other terms and conditions of the original Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year recited above.

SALT LAKE COUNTY

By: SEE PREVIOUS
Mayor or Designee

Date: _____

DEPARTMENT APPROVAL:

James M. Winder
James M. Winder
Salt Lake County Sheriff

Date: 5-21-15

APPROVED AS TO FORM

By: Valerie M. Wilde
VALERIE M. Wilde
Salt Lake County Deputy District Attorney

Date: _____

TAYLORSVILLE CITY CORPORATION

By: Larry Johnson
Larry Johnson, Mayor

Date: 6-17-15

Approved As To Legal Form and
Compliance with Applicable Law:

By: [Signature]
Attorney for Taylorsville

Date: _____

ATTEST:

Cheryl P. Coates
City Recorder



TAYLORSVILLE, UTAH
RESOLUTION NO. 15-12

**A RESOLUTION OF THE CITY OF TAYLORSVILLE AUTHORIZING AN
AMENDMENT TO EXTEND THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF TAYLORSVILLE AND SALT LAKE
COUNTY FOR PRISONER TRANSPORTATION SERVICES AND ALTERING
THE FEE SCHEDULE FOR CA000000000075**

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on June 3, 2015, to consider, among other things, authorizing an amendment to extend the interlocal cooperation agreement between the City of Taylorsville (the "City") and Salt Lake County (the "County") for bailiff and prisoner transportation services and altering the fee schedule for CA0000000000075; and

WHEREAS, the City and the County are public agencies as defined in the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101, *et seq.*, (the "Act"); and

WHEREAS, the City and the County are authorized by the Act to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, effective July 16, 2014, the City and the County executed County Contract CA0000000000075 (the "Agreement"), whereby the Sheriff's Office provides prisoner transportation to the Taylorsville Municipal Justice Court (the "Justice Court"); and

WHEREAS, the City has a continued need for the transportation of prisoners to and from its Justice Court; and

WHEREAS, the City and the County desire to amend the fee schedule set forth in Exhibit 1 attached herein and Paragraph 2.a of the original Agreement and to extend the term of the Agreement to June 30, 2016, an additional eleven-month period; and

WHEREAS, the City and County may, by written amendment, modify or amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that Amendment No. 1, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute the Amendment on behalf of the City.

This Resolution, assigned Resolution No. 15-12, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Taylorsville City Council this 3 day of June, 2015.

TAYLORSVILLE CITY COUNCIL

By: Kristie S. Overson
Kristie S. Overson, Chairman

SEAL



VOTING:

Dama Barbour	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ernest Burgess	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dan Armstrong	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Kristie S. Overson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brad Christopherson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

PRESENTED to the Mayor of the City of Taylorsville for approval this 3 day of June, 2015.

APPROVED this 4 day of June, 2015.

By: Lawrence Johnson
Mayor Lawrence Johnson

ATTEST:

Cheryl P. Cottle
Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this 4 day of June, 2015.

RECORDED this 4 day of June, 2015.

RESOLUTION NO. 4961

DATE June 30, 2015

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING AN AMENDMENT TO EXTEND THE INTERLOCAL AGREEMENT WITH TAYLORSVILLE CITY AND ALTER THE FEE SCHEDULE FOR FORMER CA000000000075, SHFTAYLORSVILLE TRANSPORT.

RECITALS

WHEREAS, Salt Lake County (the "County") and Taylorsville City (the "City") are public agencies as defined in the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to - 314 (1953 as amended) (the "Act");

WHEREAS, the City and the County are authorized by the Act to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources

WHEREAS, EFFECTIVE July 16, 2014, the City and County executed County Contract SHFTAYLORSVILLE TRANSPORT former CA000000000075 (the "Agreement") whereby the Sheriff's Office provides prisoner transportation to the Taylorsville Municipal Justice Court (the "Justice Court"); and

WHEREAS, City has a continued need for the transportation of prisoners to and from its Justice Court; and

WHEREAS, City and County desire to amend the fee schedule, set forth in Exhibit 1 and paragraph 2.a. of their original Agreement and to extend the term of the Agreement to June 30, 2016, an additional eleven month period; and

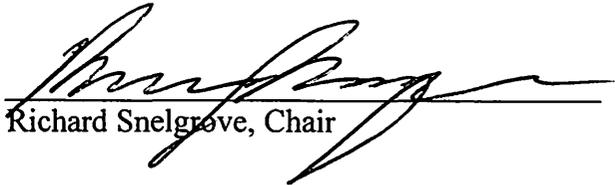
WHEREAS, City and County may, by written amendment, modify or amend the Agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council

that the attached Amendment #1 to County Contract former CA0000000000075 SHFTAYLORSVILLE TRANSPORT is approved and the Mayor is authorized to execute the agreement on behalf of Salt Lake County.

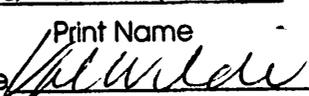
APPROVED and ADOPTED this 30th day of June, 2015.

SALT LAKE COUNTY COUNCIL

By: 
Richard Snelgrove, Chair

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's
By: Cherrie Wilde
Print Name
Signature: 
Deputy District Attorney
Date: 5-16-15

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Jensen voting	<u>Absent</u>
Council Member Newton voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>
Council Member Wilson voting	<u>"Aye"</u>



Contract Number: SHFTAYLORSVILLE TRANSPORT
Sold To: Taylorsville City
Description: SHE-Interlocal-County to provide prisoner transportation to the Taylorsville Municipal Justice Court @ \$42.15 per prisoner. Term to 7/13/2015, may renew up to four 1yr terms.// AMD#2 County to charge \$47.65 per prisoner and agr. renewed to 6/30/2017
Revenue Amount: \$0.00
Agency Name: Sheriff
Start Date: 2014-07-14 End Date: 2017-06-30

SECOND AMENDMENT
to the
AGREEMENT
between
SALT LAKE COUNTY
and
TAYLORSVILLE CITY
for Prisoner Transportation Services

THIS SECOND AMENDMENT is made and entered into this 6 day of July, 2016, by SALT LAKE COUNTY ("County") and TAYLORSVILLE CITY ("City"). County and City may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into an interlocal agreement (County Contract #SHFTAYLORSVILLE) ("Agreement") for the purposes of transporting prisoners to the Taylorsville City Justice Court; and

WHEREAS, the term of the Agreement will expire on June 30, 2016; and

WHEREAS, the Parties desire to extend the term of the Agreement and increase the fee per prisoner transported; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement and this Second Amendment, the Parties covenant and agree as follows:

1. **To extend the term of the Agreement through June 30, 2017.**

2. To amend Section 2 entitled "Compensation" to require payment to the Sheriff's Office in the sum of \$47.65 per prisoner transported within Salt Lake County effective as of July 01, 2016.

All other terms and conditions of the underlying Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date shown above.

SALT LAKE COUNTY

By: [Signature]
Mayor or Designee

Date: [Signature]

SHERIFF'S OFFICE APPROVAL

By: [Signature]
JIM WINDER, Sheriff

Date: _____

Approved as to Form:

By: [Signature]
Liam M. Keogh
Deputy District Attorney

Date: 20 June 2016

TAYLORSVILLE CITY CORPORATION

By: [Signature]
Mayor or Designee

Date: _____

Approved as to Form

By: [Signature]
Attorney for Taylorsville City

Date: 7.15.2016

Attest: [Signature]
City Recorder



TAYLORSVILLE, UTAH
RESOLUTION NO. 16-25

**A RESOLUTION OF THE CITY OF TAYLORSVILLE AUTHORIZING AN
AMENDMENT TO EXTEND THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF TAYLORSVILLE AND SALT LAKE
COUNTY FOR PRISONER TRANSPORTATION SERVICES AND ALTERING
THE FEE SCHEDULE FOR CA0000000000075**

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on July 6, 2016, to consider, among other things, authorizing an amendment to extend the interlocal cooperation agreement between the City of Taylorsville (the "City") and Salt Lake County (the "County") for prisoner transportation services and altering the fee schedule for CA0000000000075; and

WHEREAS, the City and the County are public agencies as defined in the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101, *et seq.*, (the "Act"); and

WHEREAS, the City and the County are authorized by the Act to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, effective July 16, 2014, the City and the County executed County Contract CA0000000000075 (the "Agreement"), whereby the Sheriff's Office provides prisoner transportation to the Taylorsville Municipal Justice Court (the "Justice Court"); and

WHEREAS, the City has a continued need for the transportation of prisoners to and from its Justice Court; and

WHEREAS, the City and the County desire to amend the fee schedule set forth in Exhibit 1, attached herein, and Paragraph 2.a of the original Agreement and to extend the term of the Agreement to June 30, 2017, an additional twelve-month period; and

WHEREAS, the City and County may, by written amendment, modify or amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that Amendment No. 1, attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute the Amendment on behalf of the City.

This Resolution, assigned Resolution No. 16-25, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Taylorsville City Council this 6 day of July, 2016.

TAYLORSVILLE CITY COUNCIL

By: Ernest Burgess
Ernest Burgess, Chairman

SEAL



VOTING:

Dama Barbour	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ernest Burgess	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dan Armstrong	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Kristie S. Overson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brad Christopherson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

PRESENTED to the Mayor of the City of Taylorsville for approval this 6 day of July, 2016.

APPROVED this 6 day of July, 2016.

By: Lawrence Johnson
Mayor Lawrence Johnson

ATTEST:

Cheryl P. Cottle
Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this 6 day of July 2016.

RECORDED this 6 day of July, 2016.



Contract Number: SHFTAYLORSVILLE TRANSPORT
Sold To: Taylorsville City
Description: SHE-Interlocal-County to provide prisoner transportation to the Taylorsville Municipal Justice Court @ \$42.15 per prisoner. Term to 7/13/2015, may renew up to four 1yr terms.// AMD#3 County to charge \$50.52 per prisoner and agr renewed to 6/30/2018
Revenue Amount: \$0.00
Agency Name: Sheriff
Start Date: 2014-07-14 End Date: 2017-06-30

THIRD AMENDMENT
to the
AGREEMENT
between
SALT LAKE COUNTY
and
TAYLORSVILLE CITY
for Prisoner Transportation Services

THIS THIRD AMENDMENT is made and entered into this 22nd day of June, 2017, by SALT LAKE COUNTY ("County") and TAYLORSVILLE CITY ("City"). County and City may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into an interlocal agreement (County Contract #SHFTAYLORSVILLE) ("Agreement") for the purposes of transporting prisoners to the Taylorsville City Justice Court; and

WHEREAS, the term of the Agreement will expire on June 30, 2017; and

WHEREAS, the Parties desire to extend the term of the Agreement and increase the fee per prisoner transported; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement and this Amendment, the Parties covenant and agree as follows:

- 1. To extend the term of the Agreement through June 30, 2018.**

2. To amend Section 2 entitled "Compensation" to require payment to the Sheriff's Office in the sum of \$50.52 per prisoner transported within Salt Lake County effective as of July 01, 2017.
3. All other terms and conditions of the underlying Agreement not specifically amended herein shall remain in full force and effect.

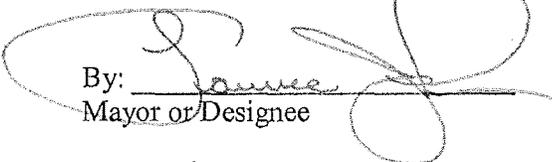
IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date shown above.

SALT LAKE COUNTY

By: 
Mayor or Designee

Date: 6/22/17

TAYLORSVILLE CITY CORPORATION

By: 
Mayor or Designee

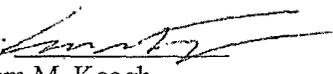
Date: 6-14-17

SHERIFF'S OFFICE APPROVAL

By: 
JIM WINDER, Sheriff

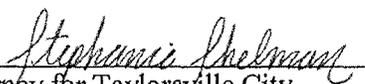
Date: 6/20/17

Approved as to Form:

By: 
Liam M. Keogh
Deputy District Attorney

Date: 31 May 2017

Approved as to Form

By: 
Attorney for Taylorsville City

Date: 6.13.2017

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: SHFTAYLORSVILLE TRANSPORT
Sold To: Taylorsville City
Description: SHE-Interlocal-County to provide prisoner transportation to the Taylorsville Municipal Justice Court @ \$42.15 per prisoner. Term to 7/13/2015, may renew up to four 1yr terms.// AMD#4 County to charge \$50.61 per prisoner and agr renewed to 6/30/2019
Revenue Amount: \$0.00
Agency Name: Sheriff
Start Date: 2014-07-14 End Date: 2019-06-30

FOURTH AMENDMENT
to the
AGREEMENT
between
SALT LAKE COUNTY
and
TAYLORSVILLE CITY
for prisoner transportation services

THIS FOURTH AMENDMENT is made and entered into this 2nd day of August, 2017, by **SALT LAKE COUNTY** ("County") and **TAYLORSVILLE CITY** ("City"). County and City may be referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into an interlocal agreement (County Contract #SHFTAYLORSVILLE) ("Agreement") for the purposes of transporting prisoners to the Taylorsville City Justice Court; and

WHEREAS, the term of the Agreement will expire on June 30, 2018; and

WHEREAS, the Parties desire to extend the term of the Agreement and increase the fee per prisoner transported; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement and this Amendment, the Parties covenant and agree as follows:

1. To extend the term of the Agreement through **June 30, 2019**.
2. To amend Section 2 "Compensation" to require payment to the Sheriff's Office in the sum of **Fifty Dollars and Sixty One cents (\$50.61)** per prisoner transported within Salt Lake County effective as of July 01, 2018.
3. All other terms and conditions of the underlying Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date shown above.

SALT LAKE COUNTY

By: Eim Sitvaek
Mayor or Designee

Date: 8/1/18

TAYLORSVILLE CITY CORPORATION

By: Kristin S. Oveson
Mayor or Designee

Date: 7/27/18

SHERIFF'S OFFICE APPROVAL

By: Rocio Rivera
Salt Lake County Sheriff or Designee

Date: 7-31-18

Approved as to Form

By: Stephanie Shelman
Attorney for Taylorsville City

Date: 7.26.2018

Approved as to Form:

By: Liam M. Keogh
Digitally signed by Liam M. Keogh
Date: 2018.05.17 10:25:03 -0600
Liam M. Keogh
Deputy District Attorney

Date: _____