

RESOLUTION NO. _____

DATE _____, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MURRAY CITY FOR THE SALT LAKE COUNTY SHERIFF'S OFFICE TO
PROVIDE PRISONER TRANSPORTATION TO THE MURRAY MUNICIPAL
JUSTICE COURT.

RECITALS

WHEREAS, Salt Lake County (the "County") and Murray 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 Murray 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 Interlocal Cooperation Agreement is approved in substantially the form attached hereto as Exhibit 1, and the Mayor is authorized to execute the agreement on behalf of Salt Lake County.

APPROVED and ADOPTED this _____ day of _____, 2019.

SALT LAKE COUNTY COUNCIL

By: _____
Richard Snelgrove, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani	_____
Council Member Granato	_____
Council Member Jensen	_____
Council Member Winder Newton	_____
Council Member Snelgrove	_____

APPROVED AS TO FORM:

Melanie	Digitally signed by Melanie
Mitchell	Mitchell
	Date: 2019.05.13 09:55:29
	-06'00'

Melanie F. Mitchell, Senior Attorney

EXHIBIT 1

Court

County Contract No. SF19027
District Attorney No. 19-13256

INTERLOCAL COOPERATION AGREEMENT

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

This Interlocal Cooperation Agreement ("Agreement") is effective the 1st day of July, 2019 ("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 Murray 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 Murray 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 **\$50.93** 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 July 1, 2019 and shall terminate June 30, 2020 ("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, S3-200
Salt Lake City, Utah 84190

To the City Murray City
5025 South State Street
Murray, Utah 84107

With a Copy to: Salt Lake County Contracts &
Procurement
2001 South State Street N4-600
Salt Lake City, UT 84190

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

By: _____
Mayor Jennifer Wilson or Designee

Date: _____

Administrative Approval:
Salt Lake County Sheriff's Office

By: Rosa Rivera
Sheriff Rosa Rivera

Approved as to legal form and compliance
with applicable law:

Melanie
Mitchell
Digitally signed by Melanie
Mitchell
Date: 2019.05.13 09:56:13
-06'00'
Melanie F Mitchell, Senior Attorney

MURRAY CITY CORPORATION

By: [Signature]
Mayor or Designee

Date: 10/25/19

Approved as to legal form and compliance
with applicable law:

[Signature]
Attorney for Murray City

Approved as to the availability of funds
Finance and Administration
[Signature]
Budget Officer

ATTEST:

By: [Signature]
City Recorder (Deputy)

APPROVED AS TO CONTENT
[Signature]