

**RESOLUTION 23-26**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING  
AN INTERLOCAL COOPERATIVE AGREEMENT FOR LAW  
ENFORCEMENT WITH DAVIS COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the city's current agreement with Davis County Sheriff's Office (DCSO) expires June 30, 2023; and

**WHEREAS**, South Weber wishes for DCSO to continue providing law enforcement in the city; and

**WHEREAS**, the Public Safety Committee has been working to negotiate a fair, affordable contract keeping public safety as high priority and recommends the attached agreement with the patrol model;

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

**Section 1. Adoption:** The Interlocal Cooperation Agreement for Law Enforcement Services with Davis County is hereby adopted as attached 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2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 27<sup>th</sup> day of June 2023.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

  
**Rod Westbrook, Mayor**



  
**Attest: Lisa Smith, Recorder**

# **EXHIBIT 1**

## **AMENDMENT #1 TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**AMENDMENT NO. 1 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. The following provisions apply for fiscal year 2023 (July 1, 2022 through June 30, 2023):

- 1) 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 per year, which equals \$11,055.77 per Patrol Unit per month for the law enforcement services provided under this Agreement;
- 2) At a service level of two Patrol Units, the cost of this Agreement totals \$265,338.40 per year, which equals a total cost of \$22,111.53 per month; and
- 3) 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.

The following provisions apply for fiscal year 2024 (July 1, 2023 through June 30, 2024):

- 1) 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;
- 2) 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;
- 3) 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 per year, which equals \$12,544.885 per Patrol Unit per month for the law enforcement services provided under this Agreement;
- 4) At a service level of two Patrol Units, the cost of this Agreement for law enforcement services totals \$301,076.52 per year, which equals a total cost of \$25,089.71 per month; and
- 5) 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.

The following provisions apply for fiscal year 2025 (July 1, 2024 through June 30, 2025):

- 1) The County agrees to prepare a budget in January of 2024 that will establish the costs for the County to perform the law enforcement services outlined in this Agreement;



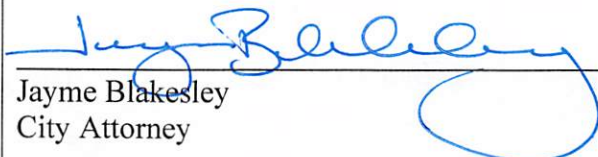
- 2) The City agrees to pay the County an amount equal to the full budgeted costs for the County to perform the law enforcement services outlined in this Agreement; and
- 3) The City shall pay each of its monthly payment obligations to the County within 30 days of receiving an invoice from the County.

2. Section 6 of the Agreement is omitted and replaced with the following:

6. Term of Agreement. The term of this Agreement shall begin on July 1, 2023, and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2025 (the "Term").

- 3. The effective date of this amendment will be the date that this amendment is signed by both parties.
- 4. Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.
- 5. 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 and/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: _____ Lorene Miner Kamalu, Chairwoman Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Brian McKenzie Davis County Clerk</p> <p>Date: _____</p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Authorized Attorney for Davis County</p>	<p>SOUTH WEBER CITY</p> <p>By:  David Larson City Manager</p> <p>Date: <u>6-27-23</u></p> <p>ATTEST:</p> <p> Lisa Smith City Recorder</p> <p>Date: <u>6/27/23</u></p> <p>Reviewed as to Proper Form and Compliance with Applicable Law:</p> <p> Jayme Blakesley City Attorney</p>
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