

City of Orem Resolution No. R-2024-0014

A RESOLUTION OF THE OREM CITY COUNCIL APPROVING AND AUTHORIZING
THE MAYOR TO EXECUTE AN AMENDMENT TO AN INTERLOCAL AGREEMENT
REGARDING THE UTAH COUNTY MAJOR CRIMES TASK FORCE

WHEREAS, the City previously entered into an interlocal agreement with numerous other Utah County cities regarding the formation and operation of the Utah County Major Crimes Task Force (MCTF); and

WHEREAS an amendment has been proposed to the interlocal agreement that would extend the agreement through 2029; and

WHEREAS the proposed amendment would also improve the notification requirements and collaboration efforts between agencies in the event a claim, notice of claim or lawsuit is brought against the MCTF or a participating entity; and

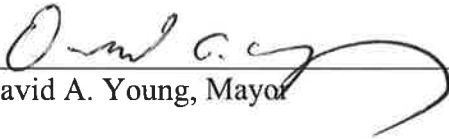
WHEREAS the Orem City Council finds that the proposed amendment to the interlocal agreement is in the best interest of the City; and

WHEREAS the City Council desires to approve the amendment to the interlocal agreement and to authorize the Mayor to execute said agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH AS FOLLOWS:

1. The City Council of the City of Orem hereby approves the proposed amendment to the interlocal agreement and authorizes the Mayor to execute said agreement substantially in the form shown in Exhibit "A" which is attached hereto and by reference is made a part hereof.
2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 10th day of December, 2024.


David A. Young, Mayor

ATTEST:


Teresa McKittrick, City Recorder

COUNCILMEMBER

AYE NAY ABSTAIN

David A. Young

☒ ☐ ☐

Jeff Lambson

☒ ☐ ☐

Jenn Gale

☒ ☐ ☐

Tom Macdonald

☒ ☐ ☐

LaNae Millett

☒ ☐ ☐

Chris Killpack

☒ ☐ ☐

David Spencer

☒ ☐ ☐

Exhibit A

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the intergovernmental program
known as the

Utah County Major Crimes Task Force

AGREEMENT NO. 2024- _____

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO UTAH COUNTY AGREEMENT NO. 2020-651, AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations, and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the above public agencies, including political subdivisions of the State of Utah as therein defined, have entered into an interlocal cooperation agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services as the Utah County Major Crimes Task Force, as most recently provided in Utah County Agreement No. 2020-651, (the Agreement; attached hereto and hereby incorporated by this reference); and

WHEREAS, the parties to the Agreement desire to amend the Agreement;

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. This amendment to the Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act upon the submission of this amendment to, and the approval and execution hereof by the executive power or legislative body of all of the signatories to the Agreement. This amendment shall not become effective until it has been

reviewed as to proper form and compliance with applicable law by an attorney for each of the signatories to the Agreement. Prior to becoming effective, this amendment shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the provisions of the Agreement unaffected by this amendment hereby shall remain in full force and effect.

2. Section 1 of the Agreement shall be amended to change the termination date to December 31, 2029.

Section 2 of this Agreement shall be amended as follows:

“Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The

Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If any law enforcement officer(s) from any member agency becomes the subject of a claim or lawsuit arising out of Task Force operations and/or investigations (hereinafter Defendant(s)), each Defendant or their subject agency shall immediately notify the Executive Board upon receipt of a Notice of Claim,

Summons and Complaint, or other request for compensation (whichever is received first). No Defendant will enter into a settlement of, or attend mediation for, all or a portion of the claim (official claim or otherwise) or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) of the same claim (including their employing government agencies if the agency is not a named party) and the Executive Board of the terms and conditions of the proposed settlement. All notified Defendant(s) and all parties to this agreement (including their employing government agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to their respective attorneys, insurers, and officials, as necessary, to evaluate the proposed settlement. No party shall have authority over any settlement or have any authority to otherwise direct any negotiations, litigation or any claim or lawsuit of any other party. However, Defendants shall attempt to coordinate and agree on a total sum of any claim or settlement and a cost allocation between each Defendant. Upon notification as described in this section, the Executive Board shall, as soon as practicable, meet together to discuss any and all notices of claim, pending litigation, and/or proposed settlements.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city."

3. This amendment may be executed in one or more counterparts, all of which together shall be considered one and the same amendment. All other provisions of the Agreement not expressly changed in this Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed and executed this amendment, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Brandon B. Gordon, Chairman

ATTEST: Aaron R. Davidson Reviewed as to proper form and compliance with
Utah County Clerk applicable law.

By: _____
Deputy Clerk

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

ITS:

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

DISTRICT SECRETARY

ATTORNEY for District

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

