Council Meeting of March 25 **2015**

Agenda Item No. 6.m.

REQUEST FOR COUNCIL ACTION

SUBJECT: A resolution authorizing execution of an Agreement for major traffic collision investigations.

SUMMARY: This agreement sets forth the requirements for participation in the Agreement providing inter-department cooperation between the Unified Police Department of Greater Salt Lake and the West Jordan Police Department for major accident investigations, tapping the resources of both departments.

FISCAL IMPACT: There are no hard costs to the City to participate in this Agreement. The only costs incurred by the City will be if and when officers from the West Jordan Police Department assist other agencies.

STAFF RECOMMENDATION:

Adopt the attached resolution authorizing the Mayor to execute the Agreement providing inter-department cooperation between the Unified Police Department and the West Jordan Police Department for major accident investigations.

MOTION RECOMMENDED:

"I move to adopt Resolution 15-65, approving the City's execution of the Agreement providing inter-department cooperation between the Unified Police Department and the West Jordan Police Department for major accident investigations.

Roll Call vote required

Prepared by:

Douglas L. Diamond
Chief of Police

Recommended by:

Bryce Haderlie
Interim City Manager

Approved as to Legal Form by:

Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

This agreement sets forth the requirements for participation in the Agreement providing inter-department cooperation between the Unified Police Department (UPD) and the West Jordan Police Department for major accident investigations, tapping the resources of both departments.

Major traffic collision investigations require considerable time and resources. By participating in this inter-local cooperative agreement, West Jordan Police Department will be able to tap into personnel and other resources to augment our capabilities for major accident investigations. We in turn will cooperate and help with major accident investigations with other jurisdictions in the Salt Lake Valley.

The West Jordan Police Department will continue to conduct and supervise major traffic accident investigations. The inter-local agreement will allow us to call upon personnel and resources from the UPD when needed.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-65

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

WHEREAS, the City Council of the City of West Jordan desires to enter an agreement between the City Of West Jordan and the Unified Police Department of Greater Salt Lake, and

WHEREAS, the Mayor is authorized to execute this agreement pursuant to Utah Code Annotated 10-3-1223;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute an Agreement as follows:

"Agreement providing inter-department cooperation between the Unified Police Department of Greater Salt Lake and the West Jordan Police Department for major accident investigations. "

Section 2. This Resolution shall take effect when both Parties named above each execute an original or copy of this Agreement as required by law.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2015.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE AND
WEST JORDAN POLICE DEPARTMENT
FOR MAJOR TRAFFIC COLLISION INVESTIGATIONS

THIS INTERLOCAL COOPERATIVE SERVICE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2015, by and between UNIFIED POLICE DEPARTMENT ("UPD"), a body corporate and politic of the State of Utah and the city of WEST JORDAN, a Utah municipal corporation ("City"). UPD and City are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. The UPD's Collision Analysis and Reconstruction (CAR) Unit (the "CAR Unit") provides investigations for traffic accidents resulting in critical, potentially fatal, or fatal injuries in the unincorporated area of the county, and by interlocal agreement to certain municipalities located in Salt Lake County.

B. The City's police department ("WJPD") desires to integrate with the CAR Unit in order to enhance officers' skills in vehicular collision investigations, reconstructions, and case preparations. The collaborative efforts will improve the overall effectiveness and efficiency in comprehensive investigations through on-scene responses, training sessions, and technical reconstructive efforts.

C. The Parties declare that there is both an agency and community-wide need to integrate officers from the WJPD with officers from the CAR Unit that will allow UPD and City to combine and share collective capabilities, expertise, and resources.

D. The integration is a matter of citizen and traffic safety and is in the best interest of the public, City, UPD and the Parties' respective officers.

E. Pursuant to the authority granted in the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to -314 (1953 as amended) (the "Cooperation Act"), City desires to enter into this agreement to integrate WJPD officers in the UPD's efforts concerning the CAR Unit. Likewise, UPD desires to enter into this agreement to integrate officers in the WJPD's major collision investigations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Deployment**. City can deploy one (1) or more officers to integrate with the CAR Unit upon notification of a requested scene response. The UPD can deploy one (1) or more officers to integrate with WJPD upon notification of a requested scene response.

2. **Responses**. The responses from both officers described in Section 1 will provide to the UPD and City investigations of serious traffic accidents, including, but not limited to, a response and investigation to traffic accidents resulting in critical, potentially fatal or fatal injuries.

3. **WJPD Call--Supervision**. For purposes of a request by WJPD for UPD officers to respond to a scene in the City, UPD officers will operate under the supervision of the WJPD supervisor or assigned investigator. UPD officers will provide assistance and support to the investigation including necessary follow up and reconstructive efforts as required.

4. **UPD Call--Supervision**. For purposes of a request by UPD for WJPD officers to respond to a scene in unincorporated Salt Lake County, a municipality served by UPD, or an

outside agency request, WJPD officers will operate under the supervision of a UPD supervisor or assigned investigator. WJPD officers will provide assistance and support to the investigation, including necessary follow up and reconstructive efforts as required.

5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

6. **Effective Date**. This Agreement shall become effective when the Parties each execute an original or copy of this Agreement as required by law.

7. **Term.** This Agreement shall be effective upon execution by both Parties and shall continue for a period of one (1) year from the date of execution ("Term"), with UPD and City reserving the right to terminate without penalty at any time prior to the end of the year by providing written notice to the other Party no later than thirty (30) calendar days before the designated date. This Agreement can be renewed for an additional one (1) year period upon mutual agreement and declaration by the Parties.

8. **Termination.** Pursuant to Utah Code Ann. § 11-13-206(1)(a), and notwithstanding anything to the contrary contained in this Agreement, either Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days prior written notice to the other Party.

9. **Equipment and Facilities.** The Parties will continue to own and maintain their individual facilities, apparatus and equipment. The Parties shall furnish and supply all appropriate and necessary basic equipment and training materials to their own participating investigators. All equipment provided by the Parties to their own participating investigators remains the property of each respective Party; however, specialized equipment provided by either Party shall remain property of the Party.

10. Command Structure.

(A) Supervision. The UPD's CAR Unit supervisor is a Sergeant with the Violent Crimes Unit ("VCU") who is responsible for coordination of the CAR Unit. The UPD's CAR Unit supervisor shall be responsible for the overall CAR Unit investigation and shall maintain absolute command of the CAR Unit through all related CAR Unit investigations. City investigations will be supervised by the designated police supervisor who will be responsible for the overall City investigation and shall maintain absolute command through all City investigations.

(B) Incident Command. On investigations inside City's corporate limits, WJPD shall be Incident Command. On investigations in unincorporated Salt Lake County, within the corporate limits of any municipality served by UPD, or in any jurisdiction or venue having requested investigative effort by the UPD, UPD shall be Incident Command. Responsibilities of Incident Command shall include, but are not limited to, rendering first aid, protecting the crime scene, establishing a crime scene log, conducting traffic and crowd control, and coordination of initial documentation.

(C) Cross Jurisdiction Authority. Commanders, supervisors, and officers from both parties shall have authority across agency lines.

11. Training. Training will be conducted on the second Wednesday of every month for a full day of work. This training will be conducted internally by UPD's members of the CAR Unit. Participating WJPD officers and supervisors are welcome and encouraged to attend. All officers shall have equal access to training opportunities; however, costs for WJPD officers to attend specialized training not provided by the UPD shall be paid for by WJPD.

12. **Personnel**. UPD has two (2) full time CAR Unit investigators and five (5) part time investigators accountable to a UPD supervisor. WJPD will designate the WJPD officers(s) that will participate and who will be accountable to the WJPD supervisor.

13. **Call Outs**. Upon a WJPD request for a scene response from the CAR Unit, the VCU supervisor, or lead detective, will be contacted by phone and UPD's designated CAR Unit officer(s) will be dispatched to the scene. For the purpose of UPD's CAR Unit callouts, the designated WJPD team member(s) will be notified by an electronic message/text on their cellular phone(s). The UPD supervisor or lead detective will communicate applicable information such as agency case number, location, victim(s) condition, type of incident and any other pertinent information in regards to the callout. Upon notification of a CAR Unit request by UPD for a scene response, WJPD's assigned team member(s) will notify their immediate supervisor and request permission to respond. If the WJPD member(s) is unable to respond to the callout, the member(s) should contact, as soon as possible, the UPD VCU supervisor or lead detective.

14. **Report Writing**. UPD's CAR Unit officers who respond to and participate in WJPD investigations will author a detailed report of all actions and observations in memo format and forward it the WJPD supervisor to be entered into their records management system in reference to the City case number. WJPD officers who respond to and participate in UPD's CAR Unit investigations will author a detailed report of all actions and observations in memo format and forward it to the assigned UPD CAR Unit investigator to be entered into their records management system in reference to the UPD case number.

15. **Policy**. Participating supervisors and officers will adhere to their individual department policies, State law, County ordinances, and City ordinances.

16. **Insurance**. The Parties shall be solely responsible for providing workers' compensation, benefits, overtime and payroll for its own employees who provide services under

this Agreement. Each Party shall obtain insurance, become a member of risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. Each Party shall secure workers' compensation benefits for its employees performing services under this Agreement consistent with Utah Code Ann. §§ 34A-2-201 to -212 (1953, as amended). Nothing in this agreement shall be construed as intent to create a double coverage for insurance.

17. Immunity Act. The UPD and City are both governmental entities as set forth in the Utah Governmental Immunity Act, Utah Code Ann. §§ 63-30-101 to -904 (1953, as amended) (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officials, or employees. Neither Party: (a) waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws; or (b) waives any limits of liability currently provided by the Immunity Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the matters described in this Agreement. The Parties further agree to notify each other of any claims or actions under which one Party may have to indemnify the other within thirty (30) days of receiving such claim or actions.

18. Claims and Liability Waiver. To the extent permissible by Federal or State law, policy, or procedure, each Party waives all claims against the other Party arising out of any loss, damage, person injury, property damage, or death to employee or property of the Parties hereto occurring as a consequence of providing or not providing services, under the terms of this Agreement.

19. Non-Funding. 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 for performance of this Agreement 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 (a) insufficient funds are appropriated and budgeted in any fiscal year; or (b) there is a reduction in appropriations due to insufficient revenue, that results in sufficient funds for payment 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). Instead, this Agreement will 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 the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Such termination will be without penalty, additional payment, or other charges 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.

20. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient is given by communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below.

UPD: Salt Lake County Sheriff
Unified Police Department
3365 S. 900 W.
Salt Lake City, UT 84119

With a copy to:	Michael Barker Chief Legal Counsel 3365 S. 900 W. Salt Lake City, UT 84119
City:	West Jordan Police Department Attn: Chief Douglas Diamond 8040 South 1700 West West Jordan, Utah 84088
With a copy to:	Jeffrey Robinson City Attorney 8000 South 1700 West West Jordan, Utah 84088

21. Claims and Disputes. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing during any such litigation, UPD and City shall continue to provide integrated CAR Unit services in accordance with the terms of this agreement.

22. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

23. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

24 Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

25. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

26. Time. Time is of the essence.

27. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

28. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party by notice delivered in the manner of provided in this Agreement, but shall be under no obligation to, waived any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

29. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one of more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

30. Severability. In the event that any condition, covenant or other provision hereof is held invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

31. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

32. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

33. Approval by Attorney. This Agreement shall be submitted to the authorized attorneys for UPD and City for approval in accordance with Utah Code Ann. § 11-13-202.5(3).

34. No Interlocal Entity. Pursuant to Utah Code Ann § 11-13-206, the Parties agree that they do not by this Agreement create an interlocal entity.

35. Joint Board. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertakings this Agreement shall be administered by a joint board consisting of the City mayor (or designee) and the County Sheriff (or designee). Any real and personal property acquired by the Parties' cooperative undertaking herein shall be acquired, held and disposed by each Party pursuant to applicable laws and ordinances.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first recited above.

CITY:

WEST JORDAN, a Utah municipality

By: _____
Kim V. Rolfe, Mayor

ATTEST:

By: _____
Melanie Briggs, City Clerk

Dated: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5

By: _____
Jeffrey Robinson, City Attorney

Dated: 3/16/15

UNIFIED POLICE DEPARTMENT

By: _____

Title: _____

ATTEST:

By: _____

Dated: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN § 11-13-202.5

By: _____
Chief Legal Counsel

Dated: _____