



Attachment A

CACHE COUNTY SHERIFF'S OFFICE

D. CHAD JENSEN, SHERIFF

Matt Bilodeau, Chief Deputy
Doyle Peck, Lieutenant
Mikelshan Bartschi, Lieutenant
Roy Hall, Lieutenant

EMPATHY FAIRNESS INTEGRITY PROFESSIONALISM RESPECT RESPONSIBILITY TRUSTWORTHINESS

Dear Mayor Hidalgo,

Attached to this letter is the 2020 Sheriff's Office Law Enforcement Contract. As we have discussed in the past, our biggest challenge at the office was deputy turnover. Previously we had between 12-18 deputies a year leave our office for other agencies. This was very expensive for us, but my bigger concern was, and still is, public safety and providing a high level of service to our communities.

Over the past three years, we have made great strides in the wages and a new pay structure and scale to follow. This has been very effective as we only lost six employees last year, and these were to retirements. With the pay structure and other programs, we have been able to fill our vacancies with the best cadets from the academy, and choose from a list of experienced Law Enforcement officers from across the state who have applied with our office.

As discussed in the past, I wanted to track the hours of service we provide in your community. We have refined the way we track our hours, redefined the Mayors Reports to give more specific data and inform our city leaders with all the information we have available. This chart shows the contracted hours and actual hours of service provided.

As we look forward to discussions for the 2020 Law Enforcement contracts, there will be a need to raise the number of contracted hours by 10%.

2016-2017		2017-2018		2018-2019		2019-Current		2019-2020
Hours Contracted	Hours Provided	Hours Contracted	Hours Provided	Hours Contracted	Hours Provided	Hours Contracted	Hours Provided	New Hours Contracted
97	278	97	334	97	311	97	217	107

In the 2020 contract we are asking for a 4.5% increase in the hourly rate. This will be a change from \$50.10 to \$52.35. This is an increase directly related to our current pay structure, and increase in equipment costs and training.

2019 contract	2020 contract
\$4,859.00	\$5,601.00

I look forward to meeting with you and your councils to discuss the Law Enforcement needs in your community.

Sincerely,

D. Chad Jensen, Sheriff

**AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
CLARKSTON CITY
FOR
LAW ENFORCEMENT SERVICES**

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and Clarkston City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of Clarkston City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel

so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2020 and shall run for a one year period. With the consent of the Clarkston City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

13. **The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2020. If such payment is not remitted to the County Executive Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.**

IN WITNESS WHEREOF, the City of Clarkston, by approval of the Clarkston City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Legal Counsel

Craig Butters, County Executive

ATTEST: (seal)

Clerk

CITY OF Clarkston

Approved as to form and as
Compatible with State law:

Legal Counsel

N. Craig Hidalgo
Mayor

ATTEST: (seal)

Krista Hidalgo
Clerk



EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2020 through June 30, 2021. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$52.35 per hour. State Liquor Control Funds will be expended at \$52.35 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$5,601.00	107
TOTAL	\$5,601.00	

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charge their time to the CITY.



Attachment B

CACHE COUNTY SHERIFF'S OFFICE

D. CHAD JENSEN, SHERIFF

Matt Bilodeau, Chief Deputy
Doyle Peck, Lieutenant
Mikelshan Bartschi, Lieutenant
Roy Hall, Lieutenant

EMPATHY FAIRNESS INTEGRITY PROFESSIONALISM RESPECT RESPONSIBILITY TRUSTWORTHINESS

February 19, 2020

Dear Mayor Hidalgo,

Attached to this letter is the 2020 Sheriff's Office Animal Control Contract. There will be no change in the cost of providing this service to your community.

2019 contract	2020 contract
\$3,200.00	\$3,200.00

I look forward to meeting with you and your councils to discuss the Animal Control needs in your community.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Jensen", is written over the word "Sincerely," and the printed name "D. Chad Jensen, Sheriff".

D. Chad Jensen, Sheriff

**AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
CLARKSTON CITY
FOR
ANIMAL CONTROL SERVICES**

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and Clarkston City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described animal control functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of Clarkston City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or

manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all animal control services which fall under regular business hours from 8:00 am to 6:00 pm, Monday thru Friday, and all *emergency* animal control services 24-hours per day, to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
 - B. Patrol assigned areas, respond to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
 - C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according to city or state regulations, ordinance, or laws.
 - D. It is agreed that the cost per hour for animal control services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.
9. The CITY shall be responsible and indemnify COUNTY for any costs associated with the housing of impounded animals or any other costs associated with the Animal Welfare Act of Utah.
10. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all

claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.

11. Except as herein otherwise specified, the CITY shall not be liable for any workers' compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2020 and shall run for a one-year period. With the consent of the Clarkston City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
14. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2020. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

IN WITNESS WHEREOF, the City of Clarkston, by approval of the Clarkston City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Legal Counsel

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF Clarkston

Approved as to form and as
Compatible with State law:

Legal Counsel

N. Craig Hidalgo
Mayor

ATTEST: (seal)

Kristi Hidalgo
City Recorder

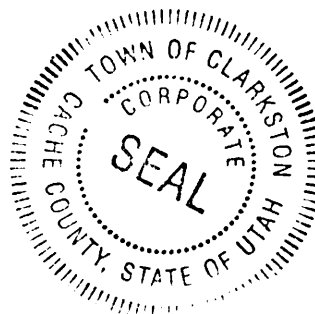


EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2020 through June 30, 2021. The cost to furnish animal control services to Clarkston City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$3,200.00	100
TOTAL	\$3,200.00	