

LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (the "Agreement") is made on this 12th day of October 2022 by and between the Town of Springdale ("Springdale") and the Town of Rockville ("Rockville"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Rockville desires to have law enforcement services within its boundaries;

WHEREAS, Springdale has sufficient law enforcement officers on-duty who can provide the services desired by Rockville;

WHEREAS, Utah Code Ann. § 11-13-202(1)(d) allows a municipality to enter into an interlocal agreement with another municipality for the purpose of providing law enforcement services to the other;

WHEREAS, Rockville desires to receive law enforcement services from Springdale; and

WHEREAS, the parties desire to express in writing the terms under which Rockville will receive law enforcement services from Springdale.

NOW THEREFORE in consideration of their mutual promises and covenants set forth in this Agreement, and for good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

1. **5-Year Term and Optional Renewal.** The term of this Agreement is five (5) years, commencing on January 1, 2023. This Agreement may be renewed for successive five-year periods if the town councils of both parties vote to do so.
2. **Law Enforcement Services for Rockville and the Grafton Area.** Springdale agrees to provide limited law enforcement services to Rockville during regular scheduled patrol shifts by the Springdale Police Department. These services include a general patrol of the Grafton area. Springdale's on-duty officer will use reasonable efforts to provide the following law enforcement services to Rockville:
 - a. Patrol/traffic enforcement in Rockville and the Grafton area for a minimum of two (2) hours per day;
 - b. Respond to emergencies and calls for service, and if the situation warrants then resources from the Washington County Sheriff's Office will be requested;
 - c. Issue citations on SR-9 and other Rockville streets;
 - d. Enforce state and local laws;

- e. Arrest and take into custody any individual found violating state or local laws in Rockville; and
 - f. Exercise all other powers and duties related to law enforcement in Rockville as allowed by law.
 - g. Notwithstanding Springdale's provision of law enforcement services as described above, Rockville acknowledges that the Springdale Police Department is not Rockville's code enforcement officer and will not provide routine services for such things as zoning and land use ordinance compliance, business license permitting, and the like.
3. **No Priority of Law Enforcement Services.** The on-duty Springdale police officer will respond to emergencies wherever they occur, not giving priority to Springdale over Rockville. If emergencies occur in different areas at the same time, the on-duty Springdale police officer will use best efforts to arrange backup to address emergencies simultaneously.
4. **Payment for Law Enforcement Services.** Rockville's payment for law enforcement services provided under this Agreement consists of the following:
- a. *Cash Installments from Rockville.* Rockville will pay to Springdale a flat rate of \$25,000.00 per calendar year as further provided in this paragraph. Springdale will issue a \$6,250.00 invoice to Rockville on a quarterly basis, and Rockville will pay the invoiced amount within 45 days of the invoiced date.
 - b. *Revenue from Citations.* Springdale will remit all issued citations to local and state agencies in accordance with Utah law and will be entitled to collect from such local and state agencies all revenues remitted from such citations issued in Rockville and the Grafton area.
5. **Police Advisory.** The Chief of Police will provide monthly statistics and information relating to police protection to the mayor of Rockville. The mayor of Rockville and the Chief of Police will meet quarterly.
6. **Termination.** Either party may terminate this Agreement, without cause, upon ninety days written notice to the other party. Springdale may terminate the agreement for any breaches of Paragraph 4(a), provided that Springdale first provides ten days notice and an opportunity to cure the default. A notice of termination must be sent by certified mail to the other party's current address. Notice is effective three calendar days after it is mailed.
7. **Payments after Notice of Termination.** If either party sends a notice of termination without cause, Springdale will continue to receive all revenue from citations, and Rockville must continue to comply with Paragraph 4(a) until the effective date of termination. Springdale must reimburse Rockville on a pro rata basis for any portion of an installment that represents payment for law enforcement services that would have been provided after the effective date of termination.

8. **Indemnification.** Rockville agrees that it is aware of and satisfied with Springdale's current law enforcement services. Rockville agrees to indemnify and hold Springdale and its employees and officers harmless from any and all claims for liability or damages arising from or in relation to providing law enforcement services to Rockville under this Agreement. This indemnification includes claims arising from acts or omissions occurring in Rockville and claims arising from acts or omissions occurring outside of Rockville in connection with or in furtherance of providing law enforcement services to Rockville. This indemnification provision must be interpreted and construed to provide the broadest protection allowed by law to Springdale and its employees and officers, and it includes indemnification for negligent acts occurring in the performance of this Agreement. This indemnity paragraph survives any termination of this Agreement.
9. **Successors and Assigns.** This Agreement may not be assigned. Any attempted assignment is void. There are no third-party beneficiaries to this Agreement.
10. **Dispute Resolution.** If the parties have a dispute about the interpretation of this Agreement or the performance of its terms, the parties agree that the dispute must first be submitted to mediation and both parties must, in good faith, submit to at least one session of mediation. The mediator, who shall be legally trained (i.e., licensed Utah attorney or sitting or retired Utah district court judge), shall be jointly selected by the parties. The parties shall each pay one-half of all fees charged by the mediator. If the mediation is unsuccessful, either party may thereafter bring a court action to enforce the terms of this Agreement.
11. **Attorney's Fees.** If a court action is commenced to interpret or enforce any term of this Agreement, the prevailing party in that suit is entitled to recover from the other party reasonable attorney's fees and costs incurred in the action, including fees and costs incurred during an appeal.
12. **Modifications.** A modification of, or amendment to, any provision contained in this Agreement is effective only if the modification or amendment is in writing and signed by both parties. Any oral representation or modification concerning this Agreement is of no force or effect.
13. **Interpretation and Severability.** Whenever possible, this Agreement must be interpreted so that each provision is valid under applicable law. If any part of this Agreement is held invalid or prohibited under applicable law, that part must not invalidate the remainder of the provision in which it is located, nor must it invalidate the remaining provisions of this Agreement.
14. **Applicable Law.** This Agreement must be governed, interpreted, and construed by the laws of the State of Utah, including all procedural laws and applicable statute of limitations. Any breach of this Agreement will be deemed to have occurred in the State of Utah.

15. **Titles and Headings.** Titles and headings of paragraphs in this Agreement are for convenience of reference only and must not affect the construction of any provisions of this Agreement.

16. **Acknowledgement.** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms. The parties acknowledge that their corresponding town council has reviewed and approved this Agreement, including all of its terms and conditions, and has adopted the Agreement by ordinance.

DATED this 12th day of October 2022.

TOWN OF SPRINGDALE

TOWN OF ROCKVILLE

Barbara Bruno
Mayor Barbara Bruno

Mayor Pam Leach

Attest:

Attest:

Barci Carlson
Town Clerk

Town Clerk