

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: September 4, 2013

AGENDA ITEM: Approve Resolution No. 13-19 authorizing Amendment No. 1 to extend the term of the agreement to provide Bailiff and Security Services for one more year, and authorizing proposed Amendment No. 2 amending the fee schedule and additional services with Salt Lake County.

PUBLIC HEARING REQUIRED – YES ___ NO X

ORDINANCE X **RESOLUTION**

PRESENTER: John Inch Morgan

ISSUE SUMMARY: Consideration of approval for Resolution No. 13-19 authorizing Amendment No. 1 to extend the term of the agreement to provide Bailiff and Security Services for one more year, and authorizing proposed Amendment No. 2 amending the fee schedule in the amount of \$181,155.00 and additional services with Salt Lake County.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

CITY ATTORNEY (Approved as to form): N/A

ATTACHMENTS: Resolution No. 13-19
Amendment No. 1
Proposed Amendment No. 2

ACTION REQUIRED: Council Approval

TAYLORSVILLE, UTAH
RESOLUTION NO. 13-19

**A RESOLUTION OF TAYLORSVILLE APPROVING AN INTERLOCAL
COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR BAILIFF
AND SECURITY SERVICES AT THE TAYLORSVILLE MUNICIPAL JUSTICE
COURT**

WHEREAS, the Taylorsville City Council (“*Council*”) met in regular meeting on September 4, 2013, to consider, among other things, approving an Interlocal Cooperative Agreement with Salt Lake County for Bailiff and Security Services at the Taylorsville Municipal Justice Court; and

WHEREAS, the Utah Interlocal Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, Salt Lake County (“*County*”) and Taylorsville are governmental entities as contemplated by the Act; and

WHEREAS, the County and Taylorsville are authorized to provide court security service; and

WHEREAS, the entities have prepared for approval and execution an Interlocal Cooperative Agreement (“*Agreement*”) that provides, among other things, the purpose thereof and the extent of required participation of the parties and the rights, duties, and responsibilities and obligations of the parties with respect to court security services; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Taylorsville to enter into the Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Agreement be approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the Agreement.

This Resolution, assigned No. 13-19, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this 4th day of September, 2013.

TAYLORSVILLE CITY COUNCIL

By: _____
Dama Barbour, Chairman

VOTING:

Dama Barbour	Yea	___	Nay	___
Ernest Burgess	Yea	___	Nay	___
Brad Christopherson	Yea	___	Nay	___
Larry Johnson	Yea	___	Nay	___
Kristie Overson	Yea	___	Nay	___

PRESENTED to Mayor of Taylorsville for his approval this 4th day of September, 2013.

APPROVED this _____ day of _____, 2013.

Jerry Rechtenbach, Mayor

ATTEST:

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2013.

RECORDED this ____ day of _____, 2013.

Taylorsville City Contract No: _____
Salt Lake County Contract No: SF12038C ✓
District Attorney No: 12-7796

AMENDMENT NO. 1

To the

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
TAYLORSVILLE CITY
for
BAILIFF AND SECURITY SERVICES
AT THE TAYLORSVILLE MUNICIPAL JUSTICE COURT

THIS AMENDMENT NO.1 to County Contract SF12038C (hereinafter "Agreement") is made as of the ____ day of _____, 2013, by and between Salt Lake County, a body corporate and politic of the State of Utah, (hereinafter referred to as "County") and Taylorsville City, a political subdivision of the State of Utah, hereinafter referred to as "City". City and County are sometimes referred to in this agreement as the "Parties".

RECITALS:

WHEREAS, The County desires to extend the term of the Agreement for an additional one year period; and;

WHEREAS, the Agreement allows the Parties to modify or amend the Agreement in writing signed by the Parties.

NOW, THEREFORE, the Parties agree to amend the original Agreement as follows:

I. Paragraph 3 of the original Agreement is hereby amended to read as follows:

3. AGREEMENT PERIOD

The term of this Agreement is effective upon execution and expires on July 31, 2014. Thereafter, this Agreement may be renewed by written amendment signed by both parties on an annual basis. The total duration of this Agreement may not exceed 50 years.

II. All Parts, Paragraphs, Attachments and other provisions of the Agreement and not specifically modified by this Amendment No. 1 shall be the same and remain in full force and effect.

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SF120380

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to this

Agreement on this _____ day of _____, 2013.

TAYLORSVILLE CITY
SALT LAKE COUNTY:

~~TAYLORSVILLE CITY~~ SALT LAKE COUNTY

By: _____

By: Nichole Dunn
Mayor

Salt Lake County Mayor or Designee

Date: 7/25/13

Date: _____

APPROVED AS TO FORM AND
LEGALITY

DEPARTMENT APPROVAL

James M. Winder
James Winder
Salt Lake County Sheriff

By: _____
Attorney for Taylorsville City

Date: _____

APPROVED AS TO FORM AND
LEGALITY

By: David A. Johnson
DAVID A. JOHNSON
Salt Lake County Deputy District Attorney

Date: July 19, 2013

SF12038C

RESOLUTION NO. 4721

DATE July 30, 2013

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING AN AMENDMENT TO EXTEND INTERLOCAL AGREEMENT #SF12038C TO PROVIDE BAILIFF AND SECURITY SERVICES TO TAYLORSVILLE CITY FOR ONE ADDITIONAL YEAR.

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County (the "County") and Taylorsville City (the "City") are public agencies as defined in the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to - 314 (1953 as amended) (the "Act");

WHEREAS, the City and the County are authorized by the Act to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources

WHEREAS, effective August 27, 2012, the City and the County executed County Contract SF12038C (the "Agreement"), whereby the Sheriff's Office provides bailiff and security services to the Taylorsville Municipal Justice Court;

WHEREAS, the Agreement expires July 31, 2013; and

WHEREAS, the City and the County may, by written amendment, extend the Agreement for one year;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Amendment #1 to County Contract SF12038C is accepted and approved and the Salt Lake County Mayor is authorized to execute Amendment #1 on behalf of Salt Lake County.

APPROVED and ADOPTED this 30th day of July, 2013.

SALT LAKE COUNTY COUNCIL

By: Steve DeBry
Steve DeBry, Chair

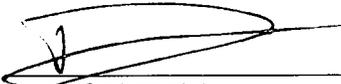
SF120380

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	<u>Absent</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>Absent</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Granato voting	<u>"Aye"</u>
Council Member Horiuchi voting	<u>"Aye"</u>
Council Member Jensen voting	<u>Absent</u>
Council Member Snelgrove voting	<u>"Aye"</u>
Council Member Wilde voting	<u>"Aye"</u>

APPROVED AS TO FORM AND LEGALITY

By: 
DAVID A. JOHNSON
Salt Lake County Deputy District Attorney

Date: July 19, 2013

Taylorsville City Contract No: _____
Salt Lake County Contract No: SF12038C
District Attorney No: 12-7796

AMENDMENT NO. 2

To the

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
TAYLORSVILLE CITY
for
BAILIFF AND SECURITY SERVICES
AT THE TAYLORSVILLE MUNICIPAL JUSTICE COURT

THIS AMENDMENT NO.1 to the June 10, 2008 Agreement (County Contract SF12038C) (hereinafter "Agreement") is made as of the ____ day of _____, 2013, by and between Salt Lake County, a body corporate and politic of the State of Utah, (hereinafter referred to as "County") and Taylorsville City, a political subdivision of the State of Utah, hereinafter referred to as "City". City and County are sometimes referred to in this agreement as the "Parties".

RECITALS:

WHEREAS, the parties desire to amend the fee schedule as set forth in Exhibit 1 and add building security to the scope of services; and;

WHEREAS, the Agreement allows the Parties to modify or amend the Agreement in writing signed by the Parties.

NOW, THEREFORE, the Parties agree to amend the original Agreement as follows:

I. Exhibit 1 of the original Agreement is hereby amended to read as follows:

SALT LAKE COUNTY SHERIFF'S OFFICE

**Contracted Services:
Court Security**

1 Aug 2013 - 31 July 2014

TAYLORSVILLE CITY

Service Level:

Court Security coverage Monday through Friday 2 - (8) Hour daytime posts.

2013 PSO Facilities Security Costing	\$ 72,482.54
Average PSO Officer Cost	
Average Operational Expense	\$ 2,592.09
Total Average cost of PSO FTE	\$ 75,074.63
Effective hours at post	1,724
Hourly PSO Cost	\$ 43.55
Total Annual Cost to Cover Post	\$ 90,577.28

Total Contract Cost For 2 Posts	\$ 181,155
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II. Paragraph 4(B) of the Agreement is hereby amended to read as follows:

Afterhours Services. City agrees to pay the County \$43.55 per hour for each person-hour that Sheriff's Office personnel render services as set forth in Paragraph 2(B) of this Agreement. The hourly rate may be reviewed and amended by mutual agreement, reduced to writing signed by the County and the City.

III. Paragraph 2(C) is hereby added to the Agreement to read as follows:

County may provide two Protective Services Officers to provide general security services at Taylorsville City Hall, located at 2600 W. Taylorsville Blvd., Taylorsville, Utah 84129, as requested by City and subject to availability.

IV. All Parts, Paragraphs, Attachments and other provisions of the Agreement and not

specifically modified by this Amendment No. 2 shall be the same and remain in full force and effect.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to this Agreement on this _____ day of _____, 2013.

SALT LAKE COUNTY:

By: _____

Salt Lake County Mayor or Designee

Date: _____

DEPARTMENT APPROVAL

James Winder
Salt Lake County Sheriff

APPROVED AS TO FORM AND LEGALITY

By: _____

DAVID A. JOHNSON
Salt Lake County Deputy District Attorney

Date: _____

TAYLORSVILLE CITY:

By: _____
Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Attorney for Taylorsville City

Date: _____