

Serving Proudly Since 1857



Cache County Sheriff's Office

1225 W. Valley View, Suite 200, Logan, UT 84321
(435) 755-1000

G. Lynn Nelson, Sheriff
(435) 755-1000

Brad W. Slater, Chief Deputy
(435) 755-1004

D. Chad Jensen, Lieutenant
Support Services Division
(435) 755-1006

Matthew Bilodeau, Lieutenant
Jail Division
(435) 755-1007

Brian Locke, Lieutenant
Patrol Division
(435) 755-1008

Doyle Peck, Lieutenant
Jail Division
(435) 755-1010



Mission

The mission of the Cache County Sheriff's Office is community protection, crime prevention, deputy safety and a well trained, professional staff working cooperatively with the citizens we serve.

Values

Respect
Fairness
Empathy
Responsibility
Trustworthiness
Professionalism

Sept 11, 2012

Dear Mayor; Howard

Enclosed you will find the Law enforcement contract for the year starting July 1, 2012 and ending June 30, 2013. The amount listed in the contract is the same amount as last year.

We appreciate the working relationship we have had with you and your city in years past, and look forward to another year serving you and your citizens.

As many of you know, the Sheriff's Office has an Animal Control Division. For those that contract for this service, the 2012 contract is included in this packet. I would like to point out a few changes with the Animal Control Service contract for the 2012 year.

1. Emergency Animal Control Services are defined.
2. The regular business hours for animal control.
3. Domestic animals are defined.

We believe that these changes will help in controlling Law enforcement contract dollars being used for Animal control services in your city.

Please feel free to contact me with any questions. Thank you.

I can be reached at
755-1008
blocke@cachesherriff.com

Sincerely,

G. Lynn Nelson, Sheriff

A handwritten signature in black ink, appearing to read "Brian Locke".

Lt. Brian Locke
Patrol Division Commander

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF HYRUM
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 Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and City of Hyrum, 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 the City of Hyrum, 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.

- 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 patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.

- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement :
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.

- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.

- 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. 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 fault of the CITY, its officers, agents or employees.
9. 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 fault of the COUNTY, its officers, agents, and employees.
10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his 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, 2012 and shall run for a one year period. With the consent of the Cache County Council and the Hyrum 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 County Council, 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 Auditor, 179 North Main Street, Logan, Utah 84321 Prior to January 1, 2013 the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor'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.
15. The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.

IN WITNESS WHEREOF, the City of Hyrum, by approval of the Hyrum City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council 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:

Lynn Lemon, County Executive

ATTEST: (seal)

Clerk

CITY OF Hyrum

Approved as to form and as
Compatible with State law:

Legal Council

Mayor

ATTEST: (seal)

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, 2012 through June 30, 2013. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$46.00 per hour. State Liquor Control Funds will be expended at \$46.00 per hour. State Liquor funds are not part of the contract dollars as they are pass through funds.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 259,440	5640 (3 assigned deputies at 1880 hrs per year)
TOTAL	\$	

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, approximately 2623 hours 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 charged their time to the CITY of Hyrum.