
MEMORANDUM

DATE: APRIL 7, 2009

SUBJECT: Valley Police Alliance Agreement

STAFF REPORT BY: Karen Halladay, Budget and Public Policy Analyst

AFFECTED COUNCIL DISTRICTS: ALL

Recommendation from Administration

For the past couple of months, the Salt Lake City Police Department along with eleven (11) municipal police departments within Salt Lake County have been pursuing ways to more efficiently obtain equipment and share information to better serve their neighborhoods and communities.

The Administration is recommending that the Salt Lake City Police Department (SLCPD) enter into an interlocal agreement with these eleven (11) other Salt Lake County cities to formalize the alliance which promotes the health, safety and welfare of citizens whose police departments participate in the alliance. According to the agreement's purpose, additional benefits of the strategic alliance would be: 1) improved police protection for municipalities, 2) immediate, unified and cooperative action when alliance cities experience potential threats to their citizens or properties, 3) ability to negotiate purchase contracts so each participating city can benefit from the alliance's enhanced purchasing power, and 4) where possible, create operational efficiencies and cost savings.

The Administration proposes that the City Council adopt a resolution authorizing the Mayor to approve and sign the agreement, joining the Valley Police Alliance, on behalf of Salt Lake City Corporation.

Background Information

The Administration is proposing that Salt Lake City Corporation along with the following Salt Lake County cities – Cottonwood Heights, Draper, Midvale, Murray, Sandy, South Jordan, South Salt Lake, Taylorsville, West Jordan, and West Valley City – enter into a three (3) year interlocal agreement to create the “Valley Police Alliance”. Currently, these cities have mutual aid and automatic aid agreements and systems in place to assist in providing police services. These cities have been successful in working together in the past and may wish to broaden the scope of their cooperation. Terms of the agreement allow each of the participating cities to control, own and maintain its individual facilities, apparatus and equipment at its sole expense. In addition, each participating City acknowledges the right of each Party to choose whether or not to participate in any of the Alliance recommendations.

According to the Valley Police Alliance agreement, the activities of the Alliance will be governed by the Board of Police Commissioners and a Board of Trustees. The following table provides additional details and responsibilities of each group:

Group	Membership	Duties and Responsibilities
Board of Police Commissioners	Mayor or City Manager of each participating City.	Review Alliance Board of Trustees recommendations. The Board of Police Commissioners does not have authority over other member departments.
		Commissioners' decisions shall be based on a majority vote of its members. Each City shall have one vote.
		Adopt, amend, and repeal Alliance rules, by-laws, policies and procedures which regulate the alliance and affairs of the organization.

Group	Membership	Duties and Responsibilities
Board of Trustees	Police Chief of each participating City or up to two (2) designees that can serve in the absence of that City's member. Designees have the same rights as the member.	Act as the daily operational board of the Alliance. Trustees of the Alliance shall have no authority over the other member departments.
		Trustees who do not agree with a proposed action of fellow Trustee(s) may with written notice abstain from participating in specific issues being addressed.
		Each individual Police Chief shall maintain his/her authority. Participation in the Alliance does not in any way diminish any current power or authority of each Police Chief.

According to the terms of the agreement, each City participating in the Alliance will continue to maintain its separate purchasing processes. However, Alliance-wide purchasing contracts may be used and purchasing alliances may be formed within the Alliance for submitting bids to vendors. Licenses, special resources, human resources functions - payroll, benefits, recruiting, hiring, and compensation issues - will be handled by each individual City, not by the Alliance. In addition, participating Cities are solely responsible for providing workers compensation, benefits, and insurance for their employees and volunteers who provide services under the Valley Police Alliance. However, the Alliance will purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for the Alliance's operations, which include, but may not be limited to, liability and worker's compensation insurance.

The initial Alliance agreement is for three years, but the agreement may be renewed in writing for up to fifty (50) years provided the terms and conditions are acceptable to the Parties of the Alliance agreement. In addition, the agreement may be terminated and the Alliance dissolved by either Party/Trustee, if the Parties wishing to dissolve the agreement are not part of any capital acquisitions or financing arrangements, unless mutually acceptable provisions are negotiated and approved in writing by the Parties involved. In this case, upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Alliance. In the event of Alliance-wide termination and dissolution, any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

Finally, Salt Lake County cities with individual police departments may apply for Alliance membership. A unanimous vote of the Board of Trustees and, if accepted for Alliance membership, a signed, written agreement to be bound by the terms and conditions of the Alliance agreement are necessary for a new municipality to be added as Trustee/Party in the Valley Police Alliance.



SALT LAKE CITY CORPORATION
POLICE DEPARTMENT



CHRIS BURBANK
CHIEF OF POLICE

CITY COUNCIL TRANSMITTAL

David Everitt, Chief of Staff

Date Received:

Date sent to Council:



TO: Salt Lake City Council
Carlton Christensen, Chair

DATE: March 17, 2009

FROM: Chief Chris Burbank

SUBJECT: Valley Police Alliance Agreement

STAFF CONTACT: Sergeant Walter Dobrowolski, Office of the Chief
office 801-799-3808

DOCUMENT TYPE: Interlocal Agreement regarding the Creation and Operation of the
Valley Police Alliance.

RECOMMENDATION: Agree to and approve the attached agreement between cities
within Salt Lake County to provide the Police Department and the City a more efficient
law enforcement tool and cooperative agreement with other Police Departments.

BUDGET IMPACT: No additional funds requested.

BACKGROUND/DISCUSSION:

Quality of Life Issues/Critical Issues (Crime is Local):

- A. Local responsibility and accountability for police and elected officials.
- B. Contact points; maintain or increase cars in neighborhoods.
- C. Identify local issues, problem solving, and intelligence lead policing.
- D. Neighborhood contact points with police.
- E. Benefits intelligence lead policing; problem solving; developing strategic plans and goals; create the best possible services in local communities and neighborhoods.

Efficiencies:

- A. Creates a larger pool for consolidated functions and programs (purchasing power, equipment, ammo, etc.).
- B. Audits to evaluate opportunities for cost reduction in all areas of the budget and law enforcement services.
- C. Additional opportunities for shared services (emergency management issues, training, communications, etc.).
- D. IT technical services, HR, and administrative costs.
- E. Identifying and sharing best practices across all departments within each police department.

Effectiveness: A reinvestment of efficiencies

- A. Increased effectiveness for better results (example would be increased services at reduced costs).
- B. Consolidated and an improved quality of service.
- C. Identify and establish expected results.
- D. Identify and establish strategic plans on future costs and crime trends.
- E. Pooling to purchase capital assets that may be too expensive for any one department.

Centers of Excellence:

- A. Competencies, specialists, professional services.
- B. Experts in specific fields to be used (forensics, training, internal affairs, etc).

PUBLIC PROCESS: Not applicable.

INTERLOCAL AGREEMENT

Regarding the Creation and Operation of the

VALLEY POLICE ALLIANCE

Between these City Corporations

**COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY;
SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY;
TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY**

This Interlocal Agreement ("Agreement") is entered into this _____ day of _____, 2008 by and among **COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY; SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY; TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY**, municipal corporations of the State of Utah, (herein individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have determined that the formation of a strategic alliance will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of the Valley Police Alliance will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of police service to citizens and such agreements have demonstrated the Parties ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas as each City specifically and individually determines on a case by case basis; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

WHEREAS, this Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), and the parties desire to evidence compliance with the terms and provisions of the Act; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. **PURPOSE.** The Purpose of this Agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide improved police protection for municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an interlocal Valley Police Alliance.

2. **AUTHORITY.** The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

A. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

1. The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to § 11-13-202.5 of the Act.
2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to § 11-13-202.5 of the Act.
3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to § 11-13-209 of the Act.
4. Prior to the expiration of the term of this Agreement pursuant to Article III of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties.
5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

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

4. **EFFECTIVE DATE.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of this Agreement as required by law.

5. **TERM.** The term of this Agreement shall be three (3) years from the effective date, unless sooner terminated as provided in Item 16 herein. The Agreement may be renewed in writing upon terms and conditions acceptable to the Parties, who are then parties, for a period of up to fifty (50) years.

6. **NAME.** The alliance shall be known as the Valley Police Alliance (the "Alliance").

7. **GOVERNANCE.** The Valley Police Alliance shall consist of a Board of Police Commissioners and a Board of Trustees ("Trustees").

- a. The Board of Police Commissioners shall be made up of the Mayor or City Manager from each entity as that entity's form of government shall dictate.
 - i. The Board of Police Commissioners shall review recommendations from the Board of Trustees with regards to Alliance business. The Board of Police Commissioners shall have no authority over the other member departments.
 - ii. Commissioners decisions shall be based on a majority vote of its members, and each member city shall have one vote. Commissioners shall have the power to adopt, amend, and
 - iii. repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Alliance.
- b. The Board of Trustees membership shall consist of each Party's Police Chief. Each Party may appoint up to two designees to serve in the absence of that Party's member and the designee(s) shall have the same rights as that member.
 - i. The Board of Trustees shall act as the day to day operational board of the Alliance. Trustees shall have responsibility for overseeing reciprocity within the Alliance. The Trustees of the Alliance shall have no authority over the other member departments.
 - ii. If a Trustee representing a Party does not agree with a proposed action of the other Trustee(s), that Trustee may (through written notice) abstain from participating in the specific issue being addressed and that Party will not be bound by that decision.
 - iii. Each individual Police Chief shall maintain his or her authority as Police Chief. Participation in the Alliance shall not in any fashion usurp or diminish any current power or authority of each Police Chief.

8. **PARTY CONTROL.** Each Party shall continue to control, own, and maintain its individual facilities, apparatus, and equipment at its sole expense. Each Party shall continue to maintain its separate purchasing processes although Alliance-wide purchasing contracts may be

used and purchasing alliances may be formed within the Alliance for submitting bids to vendors. Each Party shall continue to maintain its own various licenses and special resources. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

- a. The Alliance, in making decisions that impact the organizational and functionability of local police departments representing each Party, acknowledges the right of each Party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Alliance may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services.

9. **AGENCY SERVICES.** The Alliance, as determined by the Board of Trustees, may provide to each Party emergency and non-emergency services which the Alliance has the capability of providing, to include, but not limited to, standard police services,

10. **ADDITIONAL PARTIES.** Any municipality within Salt Lake County which has its own individual police department may apply for membership to the Alliance. Trustees may accept the applicant only by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

11. **DISSOLUTION.** This Agreement may be terminated and the Alliance may be dissolved by either Trustee, subject to any agreement entered into by the Alliance to finance the acquisition or construction of capital improvements for the Alliance, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such lease / purchase agreement. Upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

12. **INDEMNIFICATION.** The Alliance and the Parties are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Alliance and the Parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Alliance and the Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party or the Alliance waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

13. **INSURANCE.** Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a 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. The Alliance shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for its operations including, but not limited to, liability insurance and worker's compensation insurance.

14. **GOVERNMENTAL APPROVAL.** This Agreement shall be conditioned upon its approval and execution by the Parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the Parties.

15. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

16. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect. Notwithstanding, if Items 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no force.

17. **THIRD PARTIES.** This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

18. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

19. **NON ASSIGNABILITY.** Neither the Alliance nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without a two thirds consent of Trustees.

20. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office, (b) personally delivered, or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested.

21. **ETHICAL STANDARDS.** Each Party represents that it has not: (a) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

Agreed this _____ day of _____, 2008 for West Valley City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for West Valley City

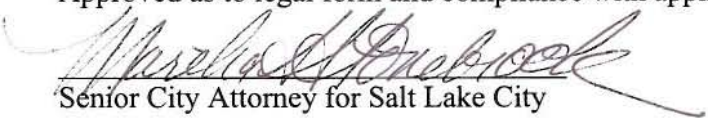
Agreed this _____ day of _____, 2008 for Salt Lake City.

Mayor

ATTEST:

City Recorder

Approved as to legal form and compliance with applicable law:



Senior City Attorney for Salt Lake City

RESOLUTION NO. _____ OF 2009

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and Cottonwood Heights City, Draper City, Midvale City, Murray City, Sandy City, South Jordan City, South Salt Lake City, Taylorsville City, West Jordan City and West Valley City regarding the creation and operation of the Valley Police Alliance

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953 allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the Parties have determined that the formation of a strategic alliance will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of the Valley Police Alliance will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of police service to citizens and such agreements have demonstrated the Parties' ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas as each City specifically and individually determines on a case by case basis; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the following:

Interlocal Agreement regarding the Creation and Operation of the VALLEY POLICE ALLIANCE, between Salt Lake City Corporation and Cottonwood Heights City, Draper City, Midvale City, Murray City, Sandy City, South Jordan City, South Salt Lake City, Taylorsville City, West Jordan City, and West Valley City.

2. Ralph E. Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2009.

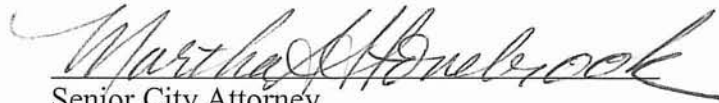
SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CITY RECORDER

Approved as to form:



Senior City Attorney