



RESOLUTION 2024-13

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE HEBER CITY POLICE DEPARTMENT AND MIDWAY CITY FOR ADDITIONAL LAW ENFORCEMENT SERVICES

WHEREAS, Midway City desires to protect the health, safety, and welfare of its residents and visitors; and

WHEREAS, law enforcement is an essential component of this protection; and

WHEREAS, Midway City would like to contract with the Heber City Police Department for additional law enforcement services; and

WHEREAS, the Heber City Police Department is agreeable to rendering such services; and

WHEREAS, such documents are authorized and provided for by the provisions of Utah Code §§ 11-13-202, 11-13-203.5.

NOW, THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the memorandum of understanding for additional law enforcement services attached hereto and authorizes the Mayor of Midway City to execute the memorandum on behalf of the City.

PASSED AND ADOPTED by the Midway City Council on the day of
2024.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

Exhibit A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), is made and entered into this ___ day of August, 2024, by and between the CITY OF MIDWAY, UTAH, a political subdivision of the State of Utah (hereinafter called the “City”) and the HEBER CITY POLICE DEPARTMENT, a political subdivision of the State of Utah (hereinafter called “HCPD”). The City and the HCPD are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, HCPD is in the business of providing law enforcement services in Heber City; and,

WHEREAS, the City desires to retain and authorize HCPD to provide law enforcement services in Midway; and

WHEREAS, the Parties desire to memorialize their agreement in this MOU.

NOW THEREFORE, this MOU sets forth the terms and conditions whereby HCPD will provide law enforcement services to the City and how the City shall compensate HCPD for the services it provides, as described herein.

AGREEMENT

The following shall constitute an expression of the mutual intent of the Parties hereto and represents a **binding** agreement as to the terms contained herein.

1. Services provided by HCPD: HCPD shall provide law enforcement services to the City as follows:

- a. 12-hour shifts from 7:00 a.m. to 7:00 p.m. Monday through Sunday.
- b. Provide two officers specifically assigned to Midway to patrol only in Midway during the designated hours.
- c. Enforce Utah Code consistent with law enforcement training and direction from the City regarding expectations and points/geographic areas of emphasis.
- d. Enforce Midway Municipal Code consistent with City expectations.
- e. Provide administrative oversight, training, backup, report approvals, records reporting, evidence handling, equipment management and other ongoing support.
- f. Promote a positive image for the City by providing professional, customized services.
- g. Provide two clearly marked vehicles identified as Midway officers.
- h. Operate within the City as a beat using the same officers on a routine basis to promote community policing and interaction.
- i. Attend one City Council meeting per month.
- j. Provide at least weekly briefing bulletins to the City Council.
- k. Provide annual and/or other special reports as requested by the City.

2. Communications: HCPD will provide the City with quarterly invoices that will include supporting documentation for the services provided. Additionally, HCPD will provide the City

with a weekly brief outlining the services provided and incidents addressed during the prior week. Each member of the City Council is authorized to contact HCPD Chief Sever directly with any questions or concerns.

3. Compensation paid by City: The City shall pay HCPD as follows:

YEAR 1

Personnel – X2	Year 1
Officer’s wages and benefits	\$278,206
Training	\$4,000
Officer Overtime (billed actual)	\$12,000
Vehicle Lease – X2	\$32,000
One-time vehicle upfit	\$20,000
Fuel (billed actual)	\$8,000
Officer Equipment (one time cost)	\$21,000
Uniforms	\$1,200
Patches (one time)	\$200
Badges (one time)	\$500
Computer laptop	\$3,400
Admin. of services (20% of personnel costs)	\$58,841
First year costs for one officer	\$439,347

YEAR 2

Personnel – X2	Year 2
Officer’s wages and benefits	\$278,206
Training	\$4,000
Officer Overtime (billed actual)	\$12,000
Vehicle Lease – X2	\$32,000
Fuel (billed actual)	\$8,000
Officer Equipment	\$500
Uniforms	\$1,200
Admin. of services (20% of personnel costs)	\$58,841
Second year costs for one officer	\$394,741

The compensation provided above is subject to a fixed ___% annual increase, which HCPD cannot exceed.

In addition to the terms provided above, the City shall be responsible for paying dispatch fees to Wasatch County, which provides such services for HCPD.

The City may request a budget update at any time and HCPD agrees to provide the update within ten (10) days of when the update is requested.

4. Term of Memorandum of Understanding: This MOU shall be valid and in effect through August 31, 2025.

5. Termination: If either HCPD or the City desires to terminate this MOU, they shall provide the other Party with at least twelve (12) months' prior notice. In the event the MOU is terminated, all equipment listed in Paragraph 3 above shall belong to the City and be returned to the City.

6. Governing Law and Venue: This MOU shall be governed by and construed in accordance with the laws of Utah without regard to any choice of law principles.

7. Amendment: Any amendment(s) to this MOU shall be in writing and signed by all Parties hereto.

8. Agreement to Perform Necessary Acts: The Parties each agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this MOU.

9. Authority: The persons executing this MOU on behalf of the Parties represent that they have the authority to do so, and that they have the authority to bind the Parties to the terms of this MOU.

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[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal as of the effective date indicated above.

CITY OF MIDWAY

Attest:

Celeste Johnson, Mayor

Brad Wilson, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

Acknowledged before me this ___ day of _____, 2024, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.

NOTARY PUBLIC

HEBER CITY POLICE DEPARTMENT

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

Acknowledged before me this ___ day of _____, 2024, by _____, who executed the foregoing instrument in his capacity as the _____ of Heber City Police Department.

NOTARY PUBLIC