

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN WASATCH COUNTY AND  
PARK CITY MUNICIPAL CORPORATION  
FOR LAW ENFORCEMENT SERVICES

I. PARTIES

This Interlocal Cooperation Agreement is made and entered into by and between Wasatch County ("the County"), a political subdivision of the State of Utah, whose address is 25 North Main Street, Heber City, Utah, 84032 and Park City Municipal Corporation ("the City" or "PCMC"), also a political subdivision of the State of Utah, whose address is 445 Marsac Ave, Park City, Utah 84060.

II. RECITALS

**WITNESSETH**

**WHEREAS** the parties hereto, by and through their respective law enforcement offices (the Wasatch County Sheriff's Office, or WCSO, and the Park City Police Department, or PCPD) each have the authority and jurisdiction conferred by the laws of the State of Utah to perform law enforcement activities within their respective geographical jurisdictions; and

**WHEREAS** the County and the City share certain boundaries and have common jurisdictional interests; and

**WHEREAS** the parties desire to enter into an Agreement whereby the parties will assist each other in providing response services and equipment when, if and as needed or requested; and

**WHEREAS** the Utah Code, Title 11 provides law enforcement entities the ability to enter into an agreement wherein they may clarify the exercise of power or powers, privileges, or authority existing under Utah law; and

**WHEREAS** the City owns property known as the Bonanza Flat Conservation Area (BFCA) which is located within Wasatch County, and is not in the City's jurisdiction; and

**WHEREAS** City owns the BFCA and has granted an easement to Utah Open Lands for conservation and recreational purposes; and

**WHEREAS** the parties believe it is in the best interests of the County and the City to clarify how law enforcement and related monitoring and control functions will be performed in the BFCA; and

**WHEREAS**, in 1999 Deer Crest was annexed into Park City, as shown in Entry #218580 in the records of the Wasatch County Recorder, resulting in a portion of Deer Crest being in both Park City and Wasatch County (the "St. Regis Wasatch"); and

**WHEREAS**, the County and the City, among others, entered into an Interlocal Agreement dated December 17, 1998 ("1998 Interlocal") which addresses certain governmental services in St. Regis Wasatch; but which did not detail dispatch, jail, prosecution, or court services; and

**WHEREAS**, the parties believe it is in the best interests of the County and the City to clarify how dispatch functions, jail, prosecution, and court services will be performed for St. Regis Wasatch, without superseding or replacing the 1998 Interlocal; and

**WHEREAS** the parties believe it is in the best interests of each and all of their citizens and the community that this agreement be reached to help protect the health, safety, and welfare of all.

**NOW, THEREFORE IN CONSIDERATION OF THE FULFILLMENT OF THE MUTUAL PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

III. PURPOSE

The purpose of this Interlocal Cooperation Agreement is to permit joint or cooperative action between the City and the County and to establish the terms and conditions under which the Wasatch County Sheriff's Office; Attorney's Office; Justice Court; Information Systems Department and the City, including the PCPD, will provide law enforcement, prosecution, and court services, together in their respective jurisdictions, including in the BFCA and in St. Regis Wasatch.

IV. DEFINITIONS

- A. Agreement – This Interlocal Cooperation Agreement.
- B. Bonanza Flats Conservation Area (BFCA) – The property listed in Exhibit A.
- C. Chief - Refers to the Chief of the City Police Department, including his/her designee.
- D. St. Regis Wasatch – The Deer Crest properties annexed into City, and as recorded in the records of the Wasatch County Recorder as entry # 218581 on October 12, 1999. The layout of St. Regis Wasatch in Exhibit B is attached only for general reference purposes.
- E. Sheriff - Refers to the Sheriff of Wasatch County, including his/her designee.
- F. Spillman – The information technology software used for tracking law enforcement services in Wasatch County, Summit County and PCMC.

V. TERM

This Agreement is effective upon date last signed and executed by the duly authorized representatives of the County and the City. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand, or certified mail to the addresses listed above, or by an electronic delivery of notice to the Sheriff or Chief. Electronic delivery must be acknowledged by a non-automated response to serve as notice.

## VI. OBLIGATIONS OF PARK CITY

Park City will and hereby:

- A. If requested by the County on a case-by-case basis, respond to assist with calls for law enforcement service within Wasatch County;
- B. If requested by the County on a case-by-case basis, handle a call for service, or investigate a case in the County, and provide the Wasatch County dispatch center with a disposition of the case. In addition, the PCPD will advise the County of any intelligence, officer safety or other information concerning patrol actions within Wasatch County. The PCPD officer responsible for the case will author a complete and prompt incident report on the matter, and promptly submit that report to WCSO to be entered into Spillman;
- C. Make law enforcement records and PCPD officers available as reasonably needed to aid in the prosecution of cases in which the PCPD was asked to handle a call for service or to investigate a case in Wasatch County; and
- D. The City authorizes and hereby grants WCSO deputies authority to enforce the provisions of the Municipal Code of Park City and Utah Code in Park City, in accordance with this Agreement.
- E. Any persons who are booked or incarcerated by PCPD officers for offenses committed in Wasatch County shall be booked and incarcerated in the Wasatch County Jail, unless otherwise agreed by both parties on a case-by-case basis.

## VII. OBLIGATIONS OF WASATCH COUNTY

The Sheriff's Office will and hereby:

- A. Provide dispatching services within the County, which includes sending PCPD police units to 911 or administrative calls within the County if requested by the County, and to arrange for tow trucks as part of the Sheriff's rotation;
- B. Provide jail services, including inmate processing, and booking and holding of prisoners for cases and for prisoners booked by PCPD officers for matters under County jurisdiction. City will present their arrestees to the Wasatch County jail with the understanding that jail personnel have the authority to refuse to accept arrestees when certain circumstances exist (i.e., significant health concerns exist, especially those emergent in nature or untreated). Moreover, PCPD officers will work to be judicious in their use of Wasatch County jail facilities, especially if/when informed by the jail of overcrowding or limited resources;
- C. Any persons who are booked or incarcerated by the County deputies for offenses committed

in Summit County shall be booked and incarcerated in the Summit County Jail, unless otherwise agreed by both parties on a case-by-case basis.

- D. If requested by City on a case by case basis, respond to assist with calls for law enforcement service within Park City;
- E. If requested by the City on a case-by-case basis, handle a call for service, or investigate a case in Park City, and provide the Summit County dispatch center with a disposition of the case. In addition, the WCSO will advise the City of any intelligence, officer safety or other information concerning patrol actions within Park City. The WCSO deputy responsible for the case will author a complete and prompt incident report on the matter, and promptly submit that report to the PCPD to be entered into Spillman
- F. Make law enforcement records and WCSO deputies available as reasonably needed to aid in the prosecution of cases in which they were asked to handle a call for service or investigate a case in Park City; and
- G. The County authorizes and hereby grants PCPD officers authority to enforce provisions of the Wasatch County Code and Utah Code within Wasatch County in accordance with this Agreement.

#### VIII. MUTUAL OBLIGATIONS

The WCSO and PCPD shall:

- A. Subject to the requirements of Sections VI(a) and VII(d), then determine whether a requested responding party has available resources, and if it will respond, which determination shall be made by the responding party in its sole discretion;
- B. When one party is asked to assist the other, each party will bear its own costs;
- C. Work under the general direction and supervision of their own employers, even when responding to or assisting the other agency, or when assuming responsibility for any cases originating out of the jurisdiction of the other party. With that said, specific, time-sensitive directions for the mission may be given by the appropriate officers or personnel, regardless of the agency, if the agency has been asked to assist outside of its jurisdiction. In addition, if a joint task force (i.e., Detectives Task Force) is established, members of the task force will work under the direction and supervision of a pre-determined supervisor. However, payroll issues and disciplinary issues remain the sole responsibility of each party for its own respective employees;
- D. Return all resources, manpower and equipment to the responding agency when no longer needed or in use. If a requested assist, a requested call for service, or a

requested investigation of a case is completed prior to a representative of the requesting agency's arrival, at least one representative of the responding agency shall remain on-site until that arrival, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis;

- E. Maintain radio or other contact between the requesting and responding agencies during the call-out whenever contact is possible;
- F. Unless specifically stated herein, or as agreed between the parties on a case-by-case basis, prosecutorial authority shall be governed by Utah law; and
- G. Unless specifically stated herein, or as agreed between the parties on a case-by-case basis, court jurisdiction shall be governed by Utah law.
- H. This Agreement does not supersede or replace other law enforcement interlocal agreements among law enforcement agencies in the Wasatch Back which the County and the City may be parties to.

IX. BONANZA FLAT CONSERVATION AREA

The provisions of this Agreement apply to the BFCA. The parties each agree that the following provisions are specific to the BFCA.

- A. **PARKING TICKETS AND TOWING:** Within the BFCA area on County roads, as authorized by WCC 7.14.03, the Wasatch County Manager hereby authorizes the Park City Chief of Police, and any person authorized in writing by the Park City Chief of Police, who is an employee of the City, to issue civil parking infractions, or to have a vehicle towed, pursuant to WCC Chapter 7.14: PARKING at times that these roads are open to the public for motor vehicle traffic, as opposed to in the winter months when the Utah Department of Transportation implements seasonal road closures.
- B. **PAYMENT OF FINES:** As authorized by WCC 7.14.07, the Wasatch County Manager hereby authorizes the City to receive fines and late fees for civil parking infractions issued by the City pursuant to Section III(A)(1) above, and to prosecute civil collection actions for overdue and unpaid fines, and any other reasonable charges, fees, and costs, including attorney fees, related thereto, pursuant to WCC 7.14.09. The City may determine its own system for collecting fines and late fees, provided:
  - i. The City shall include all information required by WCC 7.14.05 in the civil parking infraction notice;
  - ii. All requirements of WCC Chapter 7.14 are complied with; and
  - iii. The process for contesting a civil infraction or tow shall be made to the Wasatch County Manager following the policies and procedures of WCC 7.14.08.
- C. **APPEALS:** Appeals are governed by WCC 7.14.08. The County Manager or his designee shall send a copy of the appeal, and the date of the hearing, to the City Police Chief or his designee, for any appeals of civil parking infractions or tows by the City made pursuant to Section III(A)(1) above, within 7 days of receiving the appeal. The

City shall appear at the hearing and shall present any evidence they would like considered. The County Manager or his designee shall inform the Park City Police Chief or his designee of the disposition of the appeal at the same time and in the same manner the appellant is informed. In the event that the County Manager determines to reimburse the appellant for any towing fees or storage fees for tows authorized by the City pursuant to this Agreement, the City shall reimburse the County for those fees.

- D. NO PARKING SIGNS. The County has placed no parking signs on certain County roads in the BFCA area. The City may not place “no parking” signs within the right-of-way of County roads, nor in a manner that would appear to apply to County rights-of-way. Nothing in this Agreement prohibits the City from placing no parking signs, or from enforcing no parking restrictions, on City property that is not within County right-of-way.
- E. City shall provide the Wasatch County Sheriff a report of parking citations if requested.
- F. Nothing in this Interlocal Agreement limits the County from enforcing WCC Chapter 7.14.
- G. Search and Rescue. WSCO will provide Search and Rescue services in the BFCA but may request assistance from City pursuant to this Agreement.

X. St. Regis Wasatch

- A. City shall provide law enforcement services in St. Regis Wasatch, which shall be provided in its sole and absolute discretion.
- B. Any law enforcement services by County in St. Regis Wasatch should only be pursuant to the process outlined in Section VI of this Agreement, except that the County may fulfill its General Duties outlined in Utah Code 17-22-2 in St. Regis Wasatch, or may provide law enforcement services as otherwise lawfully authorized under Utah Code or Interlocal Agreement.
- C. In St. Regis Wasatch the City, through the Summit County or Wasatch County communications centers shall be responsible for any dispatch services.
- D. County will handle all prosecution services for B and C misdemeanors, violation of ordinances, and infractions committed in St. Regis Wasatch in the County’s sole discretion, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis.
- E. County will handle all juvenile prosecutions and all prosecutions for A misdemeanor and felonies committed in St. Regis Wasatch in the County’s sole discretion, unless otherwise provided for and/or agreed to between the agencies on a case-by-case basis.
- F. The Wasatch County Justice Court has territorial jurisdiction over for all B and C

misdemeanors, violation of ordinances, and infractions in St. Regis Wasatch, unless a juvenile charge, A misdemeanor, or felony is also being charged for the same episode, in which case the 4<sup>th</sup> District Court in Wasatch County will have original jurisdiction. The County and the Wasatch County Justice Court will receive all associated revenues and will bear all associated costs for those matters handled by the Wasatch County Justice Court.

- G. The Fourth District Juvenile Court and District Court in Wasatch County have original jurisdiction for all matters which go to the Juvenile Courts or the District Court. The County and the Courts will receive all associated revenues and will bear all associated costs.
- H. Search and Rescue. WSCO will provide Search and Rescue services in St. Regis Wasatch, but may request assistance from City pursuant to this Agreement.

#### XI. GENERAL PROVISIONS.

- A. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Utah. The courts of the State of Utah shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Fourth District Court, Wasatch County, Utah.
- B. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- C. Amendments. Either party may request changes to this Agreement at any time. Any changes, modifications, revisions, or amendments to this Agreement, which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, and are only effective when executed and signed by all parties.
- D. Liability. Pursuant to the provisions of the Utah Governmental Immunity Act, any employee or officer acting under this Agreement shall be deemed to be acting within the scope of his duties for purposes of the Act. All privileges and immunities from liability, and all pension, disability, worker's compensation, and other benefits which apply to employees or officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this Agreement. Each party agrees to maintain appropriate liability insurance and nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to either party under the Act, including without limitation, any provisions regarding limitation of judgments or defenses based upon sovereign immunity.
- E. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of it shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- F. Sovereign Immunity. The City and the County, their employees, officers, deputies, and their respective governing bodies do not waive their governmental immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
  
- G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this instrument shall operate only between the parties to it and shall inure solely to the benefit of the parties signing herein. In addition, the provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under it. Moreover, the parties to this Agreement intend and expressly concur that only parties whose signatures are affixed below shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this document, or to bring an action for the breach of this instrument.
  
- H. Special Events. From time to time either party may request assistance with law enforcement services for special events. Special event law enforcement services are not covered by this Agreement, unless response is requested for a specific incident at the special event pursuant to the processes of Sections VI(a) and VII(d) of this Agreement, as opposed to a request for law enforcement officers in planning a special event management.

XII. INTERLOCAL ACT REQUIREMENTS

- A. No interlocal entity is created by this Agreement.
  
- B. Pursuant to Utah Code Section 11-13-202.5, this Agreement shall be reviewed by the attorney representing each party prior to its taking effect.
  
- C. Pursuant to Utah Code Section 11-13-207, this Agreement shall be administered by the Wasatch County Sheriff and the Park City Chief of Police.
  
- D. Pursuant to Utah Code Section 11-13-207, this Agreement does not provide for the joint acquiring, holding, or disposing of real or personal property.
  
- E. Pursuant to Utah Code Section 11-13-209, this Agreement shall be filed with the keeper of records of the County and the City.
  
- F. Pursuant to Utah Code Section 11-13-202.5, this Agreement may be approved by the Wasatch County Council and the City Council of Park City.

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this instrument on the dates established below, and certify that they understand and agree to the terms and conditions as set forth herein.

The effective date of this INTERLOCAL COOPERATION AGREEMENT is the date of the signature first affixed to this page.

**PARK CITY MUNICIPAL CORPORATION**

DocuSigned by:  
By: Nann Worel  
57775BCB46414F6...

Nann Worel, Mayor of Park City

Date:

DocuSigned by:  
By: Wade Carpenter  
C781A77DC4E4459...

Wade Carpenter, Park City Chief of Police

**APPROVED AS TO FORM AND LEGALITY**

DocuSigned by:  
By: Matt Dias  
D5D5222E86E246E...

Matthew J. Dias, Park City Manager

DocuSigned by:  
By: Tricia Lake  
B7370BBA20234F0...

Tricia S. Lake, Attorney for Park City

**WASATCH COUNTY**

DocuSigned by:  
By: Dustin A. Grabau  
2315F33288C6433...

Dustin Grabau, County Manager

Date:

DocuSigned by:  
By: Jared Rigby  
FB317B37A8D04E9...

Jared W. Rigby, Wasatch County Sheriff

**APPROVED AS TO FORM AND LEGALITY**

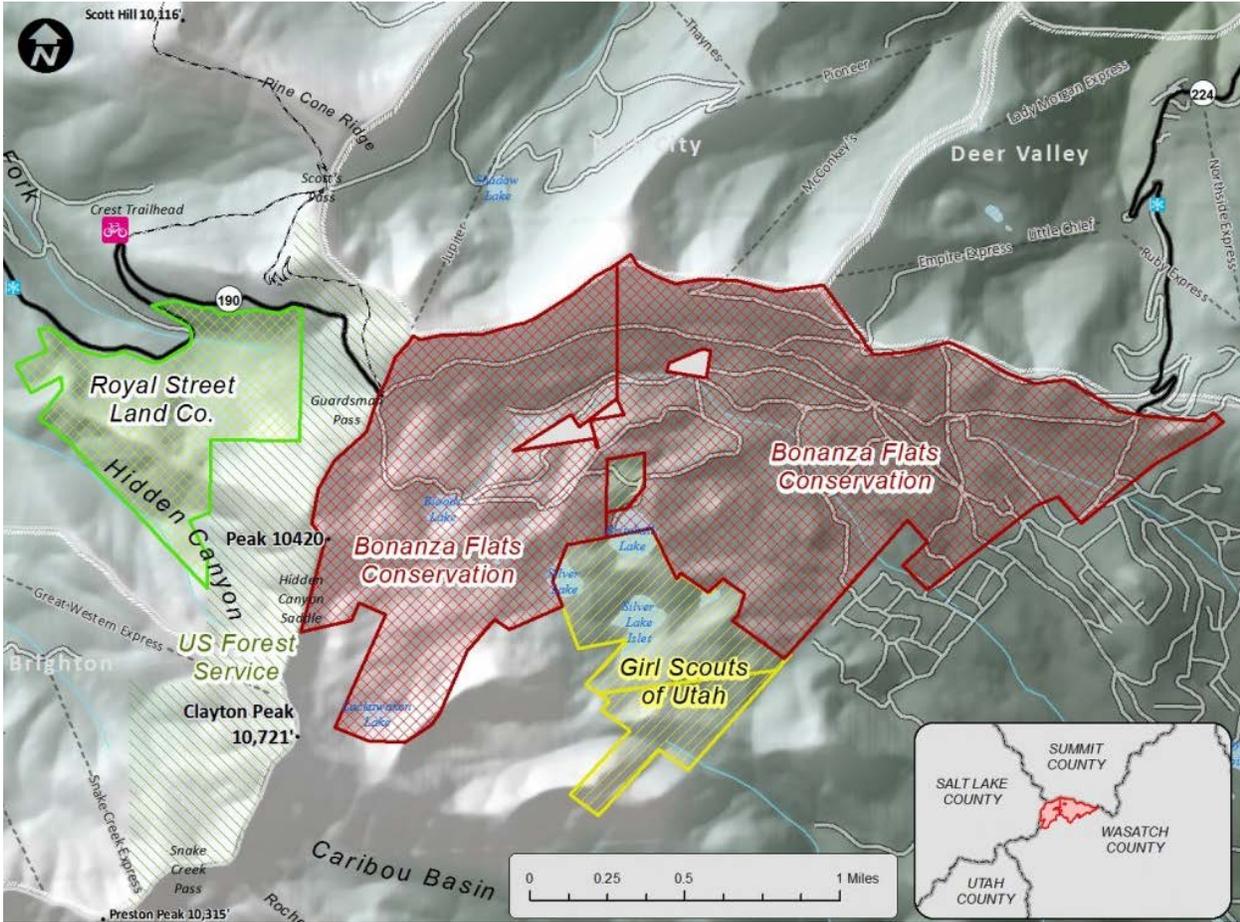
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Jon Woodard, Deputy County Attorney

### EXHIBIT A

#### Bonanza Flat Conservation Area

The Bonanza Flat Area are those properties encumbered by Park City Municipal Corporation by Conservation Easement recorded with the Wasatch County Recorder as #473872 Bk. 1280 Pg. 1084-1227 on January 30, 2020. For purposes of general guidance only, the following map generally depicts the Bonanza Flats as “Bonanza Flats Conservation Area”:



### EXHIBIT B St. Regis Wasatch

