

**RESOLUTION NO. 18-30**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE OF UTAH, SECOND DISTRICT JUVENILE COURT, GOVERNING THE IMPLEMENTATION AND MANAGEMENT OF A GRAFFITI REMOVAL PROGRAM WITHIN THE BOUNDARIES OF SOUTH OGDEN CITY; AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1 - RECITALS**

WHEREAS, the City of South Ogden (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, in conformance with Utah Code (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

WHEREAS, the City Council of South Ogden City (the “City”) finds it is in the best interest of the City and to its advantage to enter into an interlocal agreement (the “Agreement”), with the State of Utah, Second District Juvenile Court (“the Court”), to which this Resolution is attached, providing for the provision certain graffiti removal programs and activities within the political boundaries of the City; providing a method for determining which party shall bear the costs for the program; and obtaining acknowledgement and agreement from each party who shall pay for the ongoing operations expenses and maintenance of these activities.

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter into a contractual relationship with the Court for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:**

The City Council of South Ogden City, State of Utah, approves this Resolution and authorizes and empowers the City Manager of the City to execute the Agreement contemplated, which Agreement is attached hereto as **Attachment "A"** and incorporated by this reference, for the City, and resolves that the City shall be bound according to its terms; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City.

BE IT FURTHER RESOLVED the Recitals, above, are fully incorporated; and, this Resolution shall become effective immediately upon its passage.

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

**SECTION 3 - PRIOR RESOLUTIONS:**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION 4 - SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION 5 - DATE OF EFFECT:**

This Resolution shall be effective on the 19<sup>th</sup> day of June, 2018, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH,** on this 19<sup>th</sup> day of June, 2018.

SOUTH OGDEN CITY

\_\_\_\_\_  
Russell Porter  
Mayor

ATTEST:

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

**ATTACHMENT "A"**

**RESOLUTION NO. 18-30**

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between The City And The State Of Utah, Second District Juvenile Court, Governing The Implementation And Management Of A Graffiti Removal Program Within The Boundaries Of South Ogden City; Authorizing The City Manager To Sign All Necessary Documents; And Providing For An Effective Date.

19 Jun 18

[Attachment Documents to be Provided by City Recorder]

## **COMMUNITY PARTNER COOPERATIVE AGREEMENT**

This agreement is dated as of July 1<sup>st</sup> 2018 and is between **South Ogden City** (the "City") and the **Second District Juvenile Court** (the "Court")

This contract is made in reference to the following facts:

The Utah Inter-local Cooperation Act, Title 11, Chapter 12, Utah Code 1953 as amended authorizes public agencies of the State Of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes of nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court wants to provide meaningful opportunities for the youth involved in its work crew program to earn restitution and perform community service in fulfillment of their court obligations.

The Court and South Ogden City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows: **█**

### **1. Period and Termination**

**(a) Period:** This agreement is for the time period from the agreement date above through June 30, 2019, when the agreement will automatically terminate.

**(b) Voluntary Termination:** Either party may, upon 48 hours written notice to the other party, terminate the agreement at any time. South Ogden City shall pay the Court for all work rendered to the date of termination.

**(c) Completion Termination:** If the Court has provided, and South Ogden City paid for, service that has reached the period cost limit designated in Paragraph 3(e) and the parties do not increase the period cost limit in accordance with Paragraph 3(e), this agreement is terminated by completion.

## **2. Duties of the Court**

**(a) Tasks:** The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.

**(b) Beginning a Task:** The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Courts service work crew program supervisor. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as EXHIBIT A. If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.

**(c) Waiver of Liability Required:** The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as EXHIBIT B.

**(d) Notification of Completion:** The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.

**(e) Billing Statement:** The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as any arrearage or Credit. A blank copy of the Account and Billing Statement is attached to this agreement as Exhibit C.

**(f) Notification of Funding Limit:** The Court agrees to inform the City should the total amount of work performed by the Court under this agreement reach the maximum period cost designated paragraph 3(e) prior to the agreement termination as determined in paragraph 1. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost had been increase in accordance with that same paragraph.

## **3. Duties of the City**

**(a) Designation of the Court:** The City hereby designates the Court s the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other projects performed by the Court under this

contract is solely the responsibility of the City.

**(b) Requesting Court Performance:** The City agrees to submit to the Court a Service Needed Report, attached as EXHIBIT A, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by EXHIBIT A.

**(c) Waiver of Liability:** The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the City police department.

**(d) Monthly Payment:** In consideration for the Court's services, The City agrees pay the Court the amount indicated as due on the monthly Account and Billing Statement within 30 days of receiving the Account and Billing Statement. Checks are to be made out to "The Second District Juvenile Court" Should the City's account become past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.

**(e) Maximum Period Cost:** The City is not responsible to pay the Court more than **\$1,000.00** for work performed under this agreement for the term of the agreement. The Court is not required to meet this amount of work on either a monthly or annual basis. This estimated maximum amount reflects the average estimated cost of **\$83.33** per month. If this annual amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court, request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees in writing to the increase, this maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

#### **4. Miscellaneous**

**(a) Rate of Labor:** The cost to the City of the Court service work crew performed on site under this agreement calculated at \$40.00 for work up to the first hour, then \$20.00 for each completed 30 minutes after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two Deputy Probation Officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.

**(b) Joint Personal or Real Property:** The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain property of the Court.

**(c) Separate Budget:** This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.

**(d) Indemnification:** The City shall have no responsibility for the actions of the Court personnel, agents, and volunteers, including the youth, who perform services for the City under this agreement. The Court agrees to indemnify and save harmless the City, its officers, agents, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the

negligent operations of the Court or on account of or in consequence of any act of omission, neglect, or misconduct of Court personnel, agents, and volunteers when such claims or causes of action are not covered by the liability insurance discussed in paragraph 3(a) of this agreement. The City agrees to indemnify and save harmless the Court, its officers, employees, agents, and volunteers, including the youth, from all suits, actions, or claims of any kind brought about because of any acts of omission, neglect, or misconduct of the City personnel, officers, employees, agents, and representatives. By entering into this agreement, the Court does not waive their protections and immunities granted under the Utah Government Immunity Act, Utah Code 63G-7-101.

**(e) Writing Requirement:** This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

**(f) Governing Law:** This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

**(g) Authorization:** The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.

**(h) Copy of Agreement:** During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.

**(i) Addresses:** All notices required under this agreement shall be delivered to the following addresses:

**South Ogden**  
**3950 Adams Avenue, Suite #1**  
**South Ogden, Utah 84403**  
**801-622-2700**

**Second District Juvenile Court**  
**165 – 20<sup>th</sup> Street**  
**Ogden, Utah 84401**  
**801-334-4777**

**City Authorized Signatures**

**Court Authorized Signatures**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**Exhibit A**

**SERVICE NEEDED REPORT  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE TEAM**

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**Community Service Team Supervisor:**  
**Mike Jones** 801-675-0853 - [michaelrj@utcourts.gov](mailto:michaelrj@utcourts.gov)

Site Address: \_\_\_\_\_ City: \_\_\_\_\_

Location Details: \_\_\_\_\_

Person Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Organization: \_\_\_\_\_

Tasks Requested:

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Time Sensitive? \_\_\_\_\_ Needed Completion Date: \_\_\_\_\_

Reason for Time Sensitivity: \_\_\_\_\_

**OFFICE USE ONLY**

Date Received: _____	Estimated Hours Needed: _____
Date Completed: _____	Assigned DPO: _____

**Exhibit B**

**WAIVER OF LIABILITY FORM  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE GRAFFITI REMOVAL**

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Please Complete the Following Form and Return it to Court or City Personnel:

Name of the Property Owner or Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Graffiti/Service Need: \_\_\_\_\_

Is this Property an Historic Building? \_\_\_\_\_

Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:

Chemicals                       Pressure Wash                       Paint

Other; Please Explain: \_\_\_\_\_

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This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.

*Waiver of Liability Form, Page 1 of 2: Please Sign on page 2*

Please read the following before signing:

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service Graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that I have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alternations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surceases being cleaned.

Graffiti Remo9val Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process. However, as in any project type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employees as well as the Court, its officers, and employees from all suites, actions, and claims or any kind brought about because of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

\_\_\_\_\_  
Signature of Property Owner/Manager

\_\_\_\_\_  
Title/Association with Property

\_\_\_\_\_  
Date

# INVOICE

Second District Juvenile Court  
 165 20th Street  
 Ogden, Utah 84401  
 801-334-4777  
[sherik@utcourts.gov](mailto:sherik@utcourts.gov)

**BILL TO** South Ogden  
 cprevedel@southogdencity.com  
 3950 Adams Avenue, Suite #1  
 South Ogden, Utah 84403

January 2018 INVOICE			
DATE OF ACTIVITY	LOCATION OF SERVICE	HOURS WORKED	AMOUNT DUE
			<b>TOTAL AMOUNT</b>

<b>Credits/Debits</b>			
Statement #			
Balance Brought Forward			
Amount Due			
Payment Received		<b>Total Payment Due</b>	

