

RESOLUTION #17-55 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY ("COUNTY") AND SANDY CITY ("CITY") RELATING TO REIMBURSEMENT FOR THE COST OF NARCAN KITS AND TRAINING FOR CITY PERSONNEL.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, County and City recognize the need to address the dangers of opiate overdose and improve the ability of emergency responders to provide effective medical assistance; and

WHEREAS, County, through the salt Lake County District Attorney's Office agreed to finance the purchase of Narcan kits for the treatment of opiate overdose, and to provide training for first responders in its use; and

WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as provided therein.

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah as follows:

1. The attached agreement described as an Interlocal Cooperation Agreement Between Salt Lake County And Sandy City relating to the purchase of Narcan kits and training for use by City's officers to prevent or mitigate the effects of opioid abuse in Salt Lake County is hereby approved.

2. The Hon. Thomas M. Dolan, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City and to act in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Chris McCandless, Chairman  
Sandy City Council

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Chris McCandless, Chairman  
Sandy City Council

ATTEST:

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City Recorder

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SALT LAKE COUNTY**

**And**

**SANDY CITY**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "*Agreement*") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **SALT LAKE COUNTY** ("*County*") on behalf of the Salt Lake County District Attorney's Office, and **SANDY CITY** ("*City*") on behalf of the Sandy Police Department.

**RECITALS:**

A. UTAH CODE ANN. §11-13-102 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. County and City are public agencies for purposes of the Act.

C. County and City recognize the need to address the dangers of opiate overdose and to foster efforts to improve the ability of emergency responders to provide prompt and effective medical assistance.

D. Narcan (also known as Naloxone) is a prescription medication for the treatment and prevention of opioid overdose. Research shows that when Narcan is distributed in communities it can reduce overdose deaths by as much as 50 percent.

E. County, through the Salt Lake County District Attorney's Office has funding available to finance the purchase of Narcan kits for the treatment of opiate overdose, and to provide training for first responders in its use.

F. Sandy Police Department officers are frequently first responders to incidents involving opiate abuse, and as such are in a position to provide onsite emergency medications to prevent an overdose from resulting in death or serious injury.

G. County desires to fund the purchase of Narcan kits and training for use by City's officers to prevent or mitigate the effects of opioid abuse in Salt Lake County.

H. The Parties, wishing to memorialize their agreement, enter into this Interlocal Cooperation Agreement.

**AGREEMENT:**

**NOW, THEREFORE**, the Parties agree as follows:

Section 1. **Funds.** All funding provided to County shall come from the Salt Lake County District Attorney's Office's asset forfeiture fund. City shall only use the funds provided under this Agreement for the purposes of purchasing Narcan kits and to obtain appropriate training for City personnel in the use of Narcan to prevent serious injury or death due to overdose.

1.1 County shall transfer to City sufficient funds to purchase 75 Narcan kits and training for all City personnel that will be responsible for their use. The funds transferred to City for this purpose shall not exceed five thousand six hundred and twenty five dollars (\$5,625.00). County shall transfer these funds to City within 30 days of the execution of this Agreement.

Section 2. **Purchase of Narcan Kits.** Upon receipt of funds from County, City shall procure sufficient Narcan kits to equip 75 of its patrol vehicles. City shall also obtain training in the proper use of Narcan for all of its personnel who might be required to use the kits.

Section 3. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

3.1. *No Interlocal Entity.* The parties agree that they do not by this Agreement create an interlocal entity.

3.2. *Joint Board.* As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's District Attorney or designee and the City's Police Chief or designee. The County District Attorney and City Police Chief may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

3.3. *Financing Joint Cooperative Undertaking and Establishing Budget.* There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.

3.4. *Attorney Review.* This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

4.5. *Copies.* Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

Section 5. **General Provisions.** The following provisions are also integral parts of this Agreement:

5.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

5.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

5.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

5.4. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

5.5. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

5.6. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

5.7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

5.8. Time of Essence. Time is the essence in this Agreement.

5.9. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

5.10. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

5.11. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

5.12. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available

under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

5.13. Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

**IN WITNESS WHEREOF**, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**SANDY CITY**

By \_\_\_\_\_  
Mayor or Designee

**Approved As To Form and Legality:**

**Ryan  
Lambert**

Digitally signed by Ryan Lambert  
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Ryan Lambert, email=RLambert@slco.org  
Date: 2017.10.02 14:40:19 -06'00'



Digitally signed by I. Robert Wall  
DN: cn=I. Robert Wall, o=Sandy City, ou=City Attorney's Office, email=rwall@sandy.utah.gov, c=US  
Date: 2017.10.11 15:51:38 -06'00'

\_\_\_\_\_  
For Salt Lake County

Date

\_\_\_\_\_  
For Sandy City

Date