



RESOLUTION 03-08-2021
A RESOLUTION AUTHORIZING AN INTER-LOCAL
AGREEMENT WITH UTAH COUNTY FOR CRIME
VICTIM SERVICES

BE IT HEREBY RESOLVED:

SECTION 1: The following document represents an inter-local agreement between Utah County and Santaquin City for Crime Victim Services.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of March, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

AGREEMENT WITH SANTAQUIN CITY FOR CRIME VICTIM SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and SANTAQUIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, CITY desires to contract with COUNTY for victim services for victims of crimes occurring in CITY; and

WHEREAS, COUNTY desires to provide victim services for victims of crimes occurring in CITY; and

WHEREAS, the COUNTY currently provides crime victim services; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Agreement shall enter into force upon the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Agreement is effective as of July 1, 2020 and shall terminate June 30, 2021. This Agreement shall automatically renew for five further one year periods through June 30, 2026 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least thirty (30) days prior to the end of the initial or a renewal term.

Section 2. RECORDS

The COUNTY agrees to keep books and records of victim services provided to victims of crimes occurring in CITY and further agrees that said books and records shall be open for examination by said CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. All COUNTY personnel providing services under this agreement are the employees of, and under the supervision and control of COUNTY.

Section 3. SERVICES.

The COUNTY agrees to provide victim services to victims of crimes occurring in CITY in accordance with the attached "Victim Advocate Duties and Responsibilities", hereinafter the "Services", by and through the Utah County Sheriff's Office for and on behalf of the CITY.

Section 4. COMPENSATION

Commencing July 1, 2020, the CITY shall pay to the COUNTY \$12,000 per year for the Services, billed in equal quarterly installments at the end of each quarter. CITY shall pay County for the billed Services within 20 days of the date of the quarterly bill.

Commencing July 1, 2021, the CITY shall pay to the COUNTY \$12,600.00 per year for the Services, billed in equal quarterly installments at the end of each quarter. CITY shall pay County for the billed Services within 20 days of the date of the quarterly bill.

For each succeeding contract year the yearly contract cost shall automatically increase by the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index, All Items, for the 12 month period ending December 31 of the previous year.

If COUNTY requests any other increase in the yearly cost of the Services, COUNTY agrees to notify CITY in writing, with justification of the requested increase by February 1st, for the next contract year commencing July 1st. If CITY and COUNTY cannot agree on an increased cost for the Services, or an increase in cost is not budgeted by CITY, COUNTY may terminate the Agreement on thirty days written notice to CITY, and final payment to COUNTY or refund to CITY will be prorated to the date of termination.

Section 5. METHOD OF TERMINATION.

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of ninety (90) calendar days from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

Section 6. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be executed by a duly authorized official of each of the parties.

Section 7. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid

or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 8. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 9. THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the parties to this Agreement only and confers no rights on anyone who is not a party to this Agreement.

UTAH COUNTY

Authorized and passed on the _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Chairman

ATTEST:
AMELIA POWERS-GARDNER
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

SANTAQUIN CITY

Authorized and passed on the _____ day of _____, 2021.

Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

VICTIM ADVOCATE DUTIES AND RESPONSIBILITIES

For Santaquin Police Department

JOB SUMMARY

Under general supervision of a Sergeant-Enforcement, assists victims of crime through the judicial process by providing information regarding the legal process, investigation process, and resources such as shelter, treatment, education, legal assistance, and financial aid.

ESSENTIAL FUNCTIONS

Responds to hospitals, crime scenes, and other locations as requested by sworn Santaquin Police personnel to assist primary and secondary victims with crisis needs and to provide emotional support; assesses victims' safety and other needs, informing them of available resources and acting as a liaison in obtaining services.

Assesses and reviews violent crime reports and ensures victims are contacted within established time frames.

Receives cases referred by Santaquin Officers and serves as a liaison between the victim, the referring officer, and the attorney; educates each victim regarding the legal process and the rights afforded them under the law.

Assists victims in preparing and filing protective orders, stalking injunctions, and other legal forms.

Attends applicable court proceedings or ensures attendance of a volunteer, testifies as necessary and coordinates transportation of witnesses and/or victims and their families as needed.

Tracks case information, documents referrals and other actions, and writes reports on case progress.

Collects statistical information for the Office of Crime Victim Reparations.

Coordinates with Juvenile Court, the Children's Justice Center, medical and mental health professionals, and other related persons or agencies regarding services provided to victims.

Maintains confidentiality of victims and Santaquin Police reports.