

RESOLUTION 2000-9

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN TOOEELE COUNTY AND THE UTAH STATE
DEPARTMENT OF PUBLIC SAFETY FOR DISPATCH FEES**

WHEREAS, the Board of County Commissioners (Board) of Tooele County, Utah (County) does hereby determine that it is in the public interest and welfare of the residents of the County that the County enter into an Interlocal Agreement with the Utah State Department of Public Safety (State) for coordinating communications services within Tooele County; and

WHEREAS, an Interlocal Agreement (Agreement) has been prepared for approval and execution by and between the County and State; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but that the agreement is to be authorized by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE COUNTY COMMISSION, as follows:

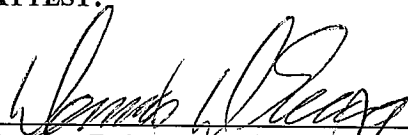
1. The Agreement, as attached hereto, entitled "Interlocal Agreement between Tooele County and the Utah State Department of Public Safety" is hereby accepted and approved by the Board. The Chair of the Board is authorized to execute and the County Clerk to attest and seal that Agreement for and in behalf of Tooele County.

Res. 2000-9

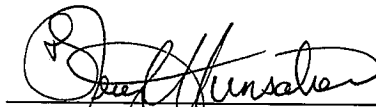
2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

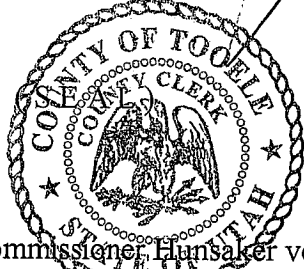
DATED this 18th day of April 2000.

ATTEST:


DENNIS D. EWING, Clerk

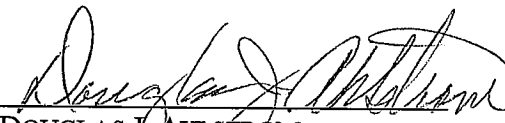
TOOELE COUNTY LEGISLATIVE BODY


TERYL HUNSAKER, Chairman



Commissioner Hunsaker voted aye
Commissioner Griffith voted aye
Commissioner Rockwell voted aye

APPROVED AS TO FORM:


DOUGLAS J. AHLSTRÖM
Tooele County Attorney

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN TOOELE COUNTY AND THE
UTAH STATE DEPARTMENT OF PUBLIC SAFETY**

Providing for Communications and Dispatch Service in Tooele County.

THIS AGREEMENT made and entered into this 18th day of April, 2000, pursuant to Section 11-13-1, and Section 11-13-14 through 11-13-18, Utah Code Annotated 1953, as amended, commonly referred to as the "Interlocal Cooperation Act," by and between Tooele County, (hereinafter referred to as "County") and the Utah State Department of Public Safety, (hereinafter referred to as "State"), both being public agencies of the State of Utah.

W I T N E S S E T H:

WHEREAS, County and State desire to enter into this cooperative agreement for the purpose of coordinating communications services within Tooele County, which shall benefit all of the citizens of Tooele County; and

WHEREAS, the Commissioner of the Utah Department of Public Safety, Tooele County Commissioners, and Tooele County Sheriff have decided that it would be in the best interest of County and its citizens if emergency communications and dispatch services were to be provided by County, and that it is mutually advantageous to each party to enter into this agreement; and

WHEREAS, it is anticipated that the services provided for be paid by the parties on a cost basis as hereinafter set forth, and the respective governing bodies of County and State have determined and agreed that said costs are reasonable, fair, and adequate for such services provided;

NOW, THEREFORE, in compliance with and pursuant to the terms and provisions of the "Interlocal Cooperation Act" as herein above set forth, County and State do hereby agree as follows:

1. There shall be established an emergency communications center, hereinafter referred to as "Tooele County Communications Center," located in Tooele County, 47 South Main Street, Tooele, Utah 84074, and operated by the Tooele County Sheriff's Office.

2. County will provide law enforcement and emergency communications services for State, twenty-four (24) hours per day, seven (7) days per week, commencing April 1, 2000, and continuing year for year thereafter, until such time as this Agreement is terminated by either party as set forth below.

3. State shall pay County the following yearly sum for centralized dispatch and communications services over a five (5) year period. Sums are based on an annual inflation factor of three (3) percent. The initial figure for compensation is based on the Utah Highway Patrol personnel regularly dispatched by the Tooele County Communications Center:

<u>Year</u>	<u>Amount</u>
98/99	\$29,488
99/00	30,373
00/01	31,284
01/02	32,223
02/03	33,190

4. Fees for dispatch services shall be due and payable as of July 1st, and each year thereafter adjusted amounts will be due and payable. An invoice should be sent to the Budget Officer for the Communications Bureau, Utah Department of Public Safety, 2010 South 2760 West, Salt Lake City, Utah 84104.

5. County communications management shall meet regularly with State agency representatives to discuss and review dispatch and communications services provided to determine if State agency requirements are being adequately met and to resolve any problems or complaints.

6. County or State may withdraw from this agreement by giving the other written notice of intent to withdraw at the end of the fiscal year (which runs from July 1 to June 31) then in progress, and by paying their pro rata share of any unpaid costs. Said written notice shall be given at least six (6) months prior to the end of the fiscal year and will be effective for the following fiscal year.

7. County shall furnish and supply all necessary manpower, supervision, equipment, facilities, and supplies necessary to provide the dispatch service referred to herein.

8. State shall have no liability for the direct payment of salaries, wages, and/or other compensation to personnel performing services for State, nor shall State assume liability whatsoever other than provided for in this agreement.

9. County acts as an independent contractor for the purpose of fulfilling this obligation hereunder. County and State agree to indemnify and hold the other harmless from any liabilities, claims, and damages whatsoever, which might occur or arise by reason of their performance herein, except those liabilities, claims, and damages which may arise or occur by reason of the act of negligence of an officer, agent, or employee of their own.

10. All equipment and supplies directly related to the County communications center shall be under the control and inventory of County and shall remain the property thereof.

11. All installation, maintenance, repair and changes of all equipment, radios, facilities and/or grounds shall be the responsibility of County.

12. State shall pay all reasonable mutually agreed upon in writing, for the move, purchase, implementation, modification, or installation of any special equipment to be used for State's exclusive use.

13. State shall be responsible to pay for and repair its own equipment.

**UTAH DEPARTMENT
OF PUBLIC SAFETY**

TOOELE COUNTY

CRAIG L. DEARDEN, Commissioner

Date: _____

APPROVED AS TO FORM:

Utah Assistant Attorney General

Date: _____

RECOMMENDED FOR APPROVAL:

DPS/Communications Chief

Date: _____

TERYL HUNSAKER, Chairman

Date: _____

ATTEST:

DENNIS D. EWING, Clerk

Date: _____

FRANK SCHARMANN, Sheriff

Date: _____

DOUGLAS J. AHLSTROM, Attorney

Date: _____

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**UTAH DEPARTMENT
OF PUBLIC SAFETY**

CRAIG L. DEARDEN, Commissioner

Date: _____

APPROVED AS TO FORM:

Utah Assistant Attorney General

Date: _____

RECOMMENDED FOR APPROVAL:

DPS/Communications Chief

Date: _____

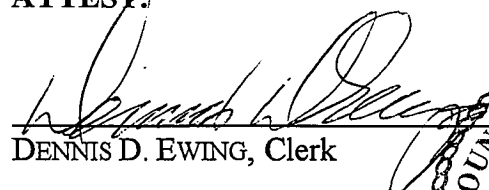
TOOELE COUNTY



TERYL HUNSAKER, Chairman

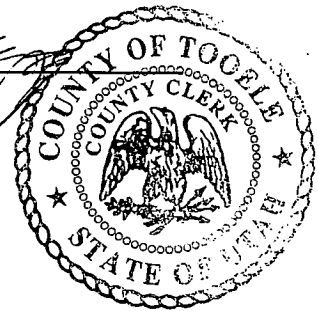
Date: _____

ATTEST:



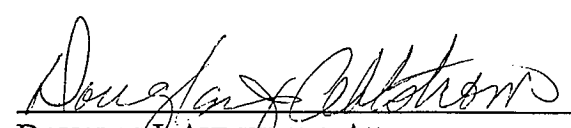
DENNIS D. EWING, Clerk

Date: _____



FRANK SCHARMANN, Sheriff

Date: _____



DOUGLAS J. AHLSTROM, Attorney

Date: 4-7-00