

RESOLUTION NO. 2002-07

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF RUSH VALLEY AND TOOELE COUNTY FOR LAW ENFORCEMENT SERVICES

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

WHEREAS, Tooele County and the Town of Rush Valley have negotiated an Agreement for the purpose of providing law enforcement services to the Town of Rush Valley;

NOW THEREFORE, the Board of County Commissioners of Tooele County hereby resolves to enter into the attached Interlocal Agreement with the Town of Rush Valley for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Chair of the Board of County Commissioners of Tooele County is authorized and directed to execute the Interlocal Agreement for and on behalf of Tooele County.

DATED this 23RD day of April, 2002.

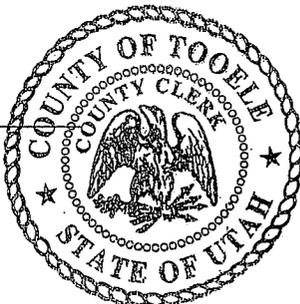
BOARD OF COUNTY COMMISSIONERS
OF TOOELE COUNTY

By *James L. Rockwell*
Chair

Commissioner Rockwell voted *Aye*
Commissioner Hunsaker voted *Absent*
Commissioner White voted *Aye*

ATTEST:

Wanda Perry
Tooele County Clerk



AGREEMENT BETWEEN RUSH VALLEY TOWN AND TOOEELE COUNTY FOR LAW ENFORCEMENT SERVICES

This agreement is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Tooele County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Rush Valley Town, a municipal corporation of the State of Utah, hereinafter referred to as "Town."

WITNESSETH

WHEREAS, Town wants a safe and secure environment for its citizens, businesses and all others within the town boundaries; and

WHEREAS, Town desires to make the most the most cost effective use of tax dollars to provide law enforcement services; and

WHEREAS, Town feels that the Tooele County Sheriff will provide excellent, cost effective, law enforcement services within Town boundaries; and

WHEREAS, the Tooele County Sheriff's Office is able and willing to provide the law enforcement services desired by Town; and

WHEREAS, Town and County have determined that it is mutually advantageous to enter into this Agreement for the Tooele County Sheriff's Office to provide law enforcement services to Town; and

WHEREAS, it is agreed that the services provided will be paid for by Town as hereinafter set forth and the respective entities have determined and agreed that the amount set forth herein is reasonable, fair and adequate compensation for providing described law enforcement services;

NOW THEREFORE, pursuant to the Utah Interlocal Cooperation Act the parties agree as follows:

SECTION ONE AGREEMENT

- 1.01 The County, through the Tooele County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and Tooele County criminal

ordinances within the corporate limits of Rush Valley, to the extent and in the manner hereinafter set forth.

- 1.02 This Agreement terminates and supersedes any existing law enforcement agreement, whether oral or written, between the parties.

SECTION TWO SCOPE OF SERVICES

- 2.01 The Tooele County Sheriff's Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and County criminal ordinances, and will conduct traffic enforcement, misdemeanor and felony investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power of the Sheriff to provide, and which are customarily rendered by the Sheriff as established by and in conformity with the Laws of the State of Utah.
- 2.02 The rendition of the enforcement services provided herein, the performance standards, and discipline of deputies and support personnel as well as all other matters incidental to the performance of such services including the right to control personnel so assigned shall remain with the exclusive authority of the Sheriff and/or Sheriff's designee(s).
- 2.03 The personnel, equipment and service furnished by the Sheriff will constitute pass through patrol/call response and such personnel, equipment and service shall be provided 24 hours per day, 365 days per year.
- 2.04 The County will designate an officer or appropriate supervisor as the liason to the Town for the purpose of coordinating the activities of the Sheriff's Office, attending staff and Town Council meetings as reasonably requested, and to oversee the delivery of law enforcement services under this Agreement.

SECTION THREE SPECIAL EVENTS

- 3.01 The Sheriff will respond, upon request, to special law enforcement situations that may arise from time to time within the Town for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other special law enforcement help that is normally provided to the residents of

the unincorporated areas of the County.

**SECTION FOUR
EQUIPMENT AND OTHER FACILITIES**

- 4.01 The County will acquire and furnish all real and personal property necessary in order to effectuate the terms of this Agreement. This would include, but not be limited to, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein, in accordance with County policies. All necessary equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein shall remain the exclusive property of the County in accordance with County policies. In addition the County shall provide all labor and supervisory personnel necessary to effectuate the terms of this Agreement.

**SECTION FIVE
AUTHORITY AND EMPLOYMENT STATUS**

- 5.01 All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees and shall have no right to Town pension, civil service, or any other Town benefit for services provided hereunder.

**SECTION SIX
INDEMNIFICATION BY THE TOWN**

- 6.01 The Town shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the Town, its officers, agents or employees in connection with the performance of this Agreement. In the event that the Town or any of its officers or employees are named as co-defendants with the County or any of its officers or employees in any civil action based upon the delivery of services under the terms of this Agreement, the County agrees to undertake the defense of the Town or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time Town will be notified or its duty to independently undertake and pay for the defense of the Town or its officers or

employees named as a co-defendant in such civil actions.

**SECTION SEVEN
INDEMNIFICATION BY COUNTY**

- 7.01 The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the Town free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents or employees.

**SECTION EIGHT
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01 The Town shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the Town and will not assume any other employment-related liability except as provided for in this Agreement.
- 8.02 The Town shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold harmless the Town against any such claim.

**SECTION NINE
PERIOD OF AGREEMENT**

- 9.01 Unless sooner terminated as provided herein, this Agreement shall be effective _____, 2002, and shall run for an initial 24 month period until _____, 2004. The Sheriff shall be the administrator of this Agreement.
- 9.02 In the event the Town desires to extend this Agreement beyond the initial 24 month period, and in relation to any future 12 month period, the Town Council, by June 30th of the year of the expiration date of this Agreement, shall notify the Board of County Commissioners that it wishes to renew the Agreement, whereupon the Board of County Commissioners, not later than September 30th of the same year, shall notify said Town Council in writing of its determination concerning the renewal for an additional 12 month period together with any readjusted rates for the new extended agreement and a new agreement may

thereafter be executed. If these notifications are not made, this Agreement shall terminate at the end of the initial 24 month period.

9.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving one hundred eighty (180) days prior written notice to the other party.

9.04 Any notice or demand which must be given or made to a party hereto under the terms of this Agreement or any statute or ordinance governing the same shall be in writing, and may be hand-delivered to the following addressees, or if mailed, it shall be sent registered or certified United States mail addressed as follows:

To County: Tooele County Commission Chairman
47 South Main Street
Tooele, Utah 84074

Tooele County Sheriff
47 South Main Street
Tooele, Utah 84074

To Town: Mayor

Rush Valley, Utah _____

Any party may designate a different addressee or address at any time by giving written notice thereof as above stipulated. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail shall be deemed dispatched on the registered date or the date stamped on the certified mail receipt and shall be deemed received within the third business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

SECTION TEN COST AND PAYMENT

10.01 The Town agrees to pay the County the amount of five-thousand dollars (\$5,000.00) per annum for services provided during the initial 24 month period pursuant to this Agreement. This rate shall remain the same for any succeeding 12 month period unless, pursuant to Section 9.02, the town is notified that a new

rate shall apply to a succeeding 12 month period.

**SECTION ELEVEN
PAYMENT PROCEDURE**

- 11.01 The Town shall remit one quarter (1/4) of the contract amount to the Tooele County Auditor, 47 South Main Street, Tooele, Utah, 84074, within twenty (20) calendar days after the close of each calendar quarter. If such payment is not remitted to the County Auditor when due, County is entitled to recover interest thereon as well as the contract amount. Said interest shall be at the rate of twelve percent (12%) per annum.

**SECTION TWELVE
PROBLEM RESOLUTION**

- 12.01 The Town, the County, and the Sheriff shall provide the full cooperation and assistance of its officers, employees, and agents to each other which are necessary to effectuate the terms of this Agreement.
- 12.02 The town's Mayor, Town Council or other designated representatives, shall have the right upon request to meet and confer with the Sheriff, and/or his designated representative(s), to discuss any problems arising from the Sheriff's Office performance or the individual deputies performing services under this Agreement, the costs for future periods under this Agreement, or any other issues related to this Agreement.

**SECTION THIRTEEN
AMENDMENTS AND MODIFICATIONS**

- 13.01 Unless provided to the contrary herein, the contracting units may from time to time make amendments or modifications to this Agreement. Such changes, including any adjustment in the level of service which is mutually agreed upon by the County and Town, shall be effective when incorporated in written amendments to this Agreement and approved by both the Town and County. Such changes referred to in this clause shall require a 30-day advance notice

from either the County or the Town.

**SECTION FOURTEEN
UTAH LAWS GOVERN**

14.01 The Laws of the State of Utah shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Tooele, State of Utah. Litigation, however, in federal courts involving the herein parties will be in the appropriate federal court within the State of Utah. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**SECTION FIFTEEN
NO SEPARATE ENTITY**

15.01 No separate legal or administrative is created hereby

IN WITNESS WHEREOF, Rush Valley Town, by resolution duly adopted by its Town Council, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the County of Tooele, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chairman of said Board and attested by its Clerk, all on the day and year appearing below their respective signatures.

RUSH VALLEY Town

By _____
Mayor

Date _____

ATTEST:

Town RECORDER

BOARD OF COUNTY COMMISSIONERS
OF TOOELE COUNTY

By *James L. Russell*
Chair

Date _____

ATTEST:

Tooele County Clerk

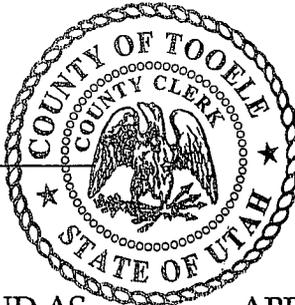
SHERIFF, TOOELE COUNTY

By *Frank A. Schramm*
Sheriff, Tooele County

Date *4-19-02*

ATTEST

William H. Peery
Tooele County Clerk



APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW

Douglas J. Ahlstrom
Douglas J. Ahlstrom
Tooele County Attorney

Rush Valley Town Attorney