

**RESOLUTION NO. 2021-04**

**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT  
WITH DAVIS COUNTY FOR DISPATCH SERVICES**

**Whereas, Sunset City desires to benefit from the dispatch services of the Davis County Sheriff's Office through the 9-1-1 Communications Center; and**

**Whereas, Davis County desires to permit Sunset City to benefit from the dispatch services of the Davis County Sheriff's Office as specified in this Agreement;**

**Now, Therefore be it resolved by the Sunset City Council that the attached Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.**

**Approved and adopted by the Sunset City Council this 16<sup>th</sup> day of March, 2021.**

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**D Howard Madsen, Mayor**

**Attest:**

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**Susan R. Hale, Recorder**

**INTERLOCAL COOPERATION AGREEMENT**  
**(DISPATCH SERVICES)**

This agreement is between Davis County, a political subdivision of the state of Utah (the "County"), and Sunset City, a municipal corporation of the state of Utah (the "City").

**Recitals**

- A. The parties are authorized to enter into in this agreement pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act").
- B. The County provides dispatch services within the limits of Davis County through the 9-1-1 communications center (the "Center"), which is operated by the Davis County Sheriff's Office (the "DCSO").
- C. The City desires to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.
- D. The County desires to permit the City to benefit from the services of the County, the DCSO, and the Center as specified in this agreement.

The parties therefore agree as follows:

1. Services.

- A. The County, through the DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- B. The County, through the DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- C. The County, through the DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- D. The County, through the DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- E. The County, through the DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) the Center shift supervisor; (b) the assistant Center manager; (c) the Center manager; (d) the Chief Deputy assigned to assist the Center; (e) the Sheriff; (f) the County Human Resources Director; and finally (g) the County Commission.

2. Equipment.

- A. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the "County Equipment"). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale, replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- B. On or after July 1, 2017, all equipment utilized for police, fire, and EMS dispatching is subject to the following:

- 1) Prior to equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;
- 2) Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;
- 3) Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through the DCSO and the Center, at least twenty-four hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through the DCSO and the Center, and, upon receiving such notice, the County, through the DCSO and the Center, will permit access to the dispatching equipment; and
- 4) Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

This section shall survive the termination of this agreement.

3. Compensation. For the 2022 fiscal year (July 1, 2021 through June 30, 2022), the City shall pay the County as follows for the services provided by the County to the City under this agreement:

- A. The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**CITY FIRE**

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Total</u>	<u>5 Year</u>	<u>Price</u>	<u>Total</u>
					<u>!</u>	<u>Averag</u>	<u>Per Call</u>	<u>(July 2021 – June 2022)</u>
						<u>e</u>		

- B. The City police fees are charged per officer (See Table Below):

**SUNSET CITY POLICE**

<u>Officers</u>	<u>Price Per Officer</u>	<u>Total (July 2021-June 2022)</u>
8	\$2499.00	\$19,992.00

The City shall pay to the County the obligations set forth in Subsections 3.A and 3.B of this agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. Effective Date of this Agreement. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

5. Term of Agreement. The term of this agreement shall begin as of July 1, 2021 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2022 (the "Term"). The parties may, by written amendment to this agreement, extend the Term of this agreement; however, this agreement may not extend more than fifty years from the commencement of the Term.
6. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
  - A. The mutual written agreement of the parties;
  - B. By either party:
    - 1) After any material breach of this agreement; and
    - 2) Thirty calendar days after the non-breaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 3) After the written notice to terminate this agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this agreement;
  - C. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this agreement to the non-terminating party pursuant to the notice provisions of this agreement; or
  - D. As otherwise set forth in this agreement or as permitted by law, ordinance, regulation, rule or similar authority.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<p><u>To the City:</u>          Sunset City          Attn: Ken Eborn, Police Chief          200 West 1300 North          Sunset, Utah 84015</p>	<p><u>To the County:</u>          Davis County          Attn: DCSO Administrative Chief Deputy          P.O. Box 618          Farmington, UT 84025</p>
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8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Governmental Immunity Act of Utah, which is codified at Sections 63G-7-101 through 63G-7-904, Utah Code Annotated. Nothing herein is intended to waive or modify any rights, defenses or provisions of the parties provided in the Governmental Immunity Act of Utah. Officials, employees, and/or volunteers who perform services arising from, in connection with, or relating to this agreement shall be deemed officials, employees, and/or volunteers of the party directing their services for purposes of this agreement and the Utah Governmental Immunity Act, even if the services are performed outside of the territorial limits of such party. Each party shall be responsible for and shall defend the actions and/or

omissions of its own officials, employees, and/or volunteers, which arise from, are in connection with, or relate relating to this agreement, whether negligent or otherwise. The section shall survive the termination of this agreement

9. No Separate Legal Entity. No separate legal entity is created by this agreement.
10. Review; Approval; and Filing. This agreement shall be submitted to an authorized attorney for each party for review in accordance with Section 11-13-202.5 of the Act. This agreement shall be approved by the executive or the executive body or each party in accordance with Section 11-13-202.5 of the Act. A fully executed version of this agreement shall be filed with the keeper of records for each party in accordance with Section 11-13-209 of the Act.
11. Benefits. The parties acknowledge, understand, and agree that each of their respective officials, employees, and volunteers are not in any manner or degree officials, employees, or volunteers of the other party and shall have no right to and shall not be provided with any benefits from the other party. The County's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. The City's officials, employees, and/or volunteers, while providing or performing services under or in connection with this agreement, shall be deemed officials, employees, and/or volunteers of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
12. Waiver. The rights of and available to each of the parties under this agreement may only be waived or released by an instrument in writing that is signed by the party whose rights will be diminished or adversely affected by such waiver or release.
13. Entire Agreement, Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. An amendment to this agreement is only effective if it is in writing and signed by both parties.
14. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, pandemics, epidemic, or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under this agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed party.
15. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges in this agreement may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties. Any purported transfer in violation of this section will be void.
16. Choice of Law. Utah law governs any action, suit, claim, investigation, or proceeding, whether in a judicial, administrative, or alternative dispute resolution forum, brought by one party against the other party arising out of, in connection with, or relating to this agreement.

17. Severability. The parties acknowledge that if a dispute between the parties arise out of, in connection with, or relating to this agreement or the subject matter of this agreement, then the parties desire the decision maker to interpret this agreement as follows:

- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

18. Counterparts. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

Each party is signing this agreement on the dates set forth below.

<p>SUNSET CITY</p>  <p>_____                  Mayor                  Dated: _____</p> <p>ATTEST:</p>  <p>_____                  Recorder                  Dated: _____</p> <p>REVIEWED AND APPROVED AS TO PROPER FORM                  AND COMPLIANCE WITH APPLICABLE LAW:</p>  <p>_____                  Attorney                  Dated: _____</p>	<p>DAVIS COUNTY</p>  <p>_____                  Chair, Board of County Commissioners                  Dated: _____</p> <p>ATTEST:</p>  <p>_____                  Clerk/Auditor                  Dated: _____</p> <p>REVIEWED AND APPROVED AS TO PROPER FORM                  AND COMPLIANCE WITH APPLICABLE LAW:</p>  <p>_____                  Attorney's Office                  Dated: _____</p>
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