Council Meeting of November 13, 2013

Agenda Item No. 9. F.

REQUEST FOR COUNCIL ACTION

SUBJECT: Amended and Restated Interlocal Cooperation Agreement

SUMMARY: Approve an Amended and Restated Interlocal Cooperation Agreement with Salt Lake Valley Emergency Communication Center (VECC) to continue to provide Police, Fire and 911 Dispatching services.

FISCAL IMPACT: None

STAFF RECOMMENDATION:

Staff has concluded that it is the best interest of the City to approve the Amended and Restated Interlocal Cooperation Agreement with Salt Lake Valley Emergency Communication Center to provide Dispatching services.

MOTION RECOMMENDED:

"I move to approve Resolution 13-154 authorizing the Mayor to execute an Amended and Restated Interlocal Cooperation Agreement approving the City's continued Membership with Salt Lake Valley Emergency Communication Center.

Roll Call vote required

Prepared by:

Marc McElreath
Fire Chief

Recommended by:

Richard L. Davis
City Manager

Reviewed as to Legal Sufficiency:

Robert Thorup
Deputy City Attorney

Reviewed by:

Doug Diamond
Police Chief

BACKGROUND DISCUSSION:

After many months of meetings/negotiations with all the members of VECC the three significant changes included in this Amended Agreement:

1. Delete Sandy City as a member. Add Unified Fire Authority and Unified Police Department of Greater Salt Lake.
2. #4- Any member who Terminates there membership will be assessed their proportionate share of the debit incurred during their membership.
3. #9 (d) Any increase in the centers budget over 2% from the previous year will require a supermajority vote of 2/3 of all the member representatives and 2/3 of all the weighted votes.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 13-154

A RESOLUTION OF THE LEGISLATIVE BODY OF THE CITY OF WEST JORDAN AUTHORIZING THE ADOPTION OF AN AMENDED AND RESTATED INTERLOCAL AGREEMENT ADDING NEW MEMBER AGENCIES TO THE SALT LAKE VALLEY EMERGENCY COMMUNICATIONS CENTER (VECC)

WHEREAS, a interlocal agreement between certain member agencies created the Salt Lake Valley Emergency Communications Center which is known as VECC; and

WHEREAS, the agreement provides the additional governmental agencies may join as a participating member agencies upon a two thirds approval of the Board of Trustees of VECC; and

WHEREAS the Board of Trustees has voted by a two thirds vote to allow the Unified Fire Authority and the Unified Police Department of Greater Salt Lake to become a member agencies of VECC; and

WHEREAS, it is necessary and convenient to amend the interlocal cooperative agreement which created VECC to include the new agencies as member agencies and to make other technical and substantive changes to the agreement to facilitate the operation of VECC with the new members; and

WHEREAS, the Board of Trustees of VECC has approved and recommended for adoption by the member entities of VECC a proposed Amended and Restated Interlocal Cooperation a copy of which is attached to this resolution; and

WHEREAS, it will promote efficiency and the purposes of VECC to have the Unified Fire Authority and the Unified Police Department of Greater Salt Lake as member agencies within VECC; and

WHEREAS, the Unified Fire Authority and the Unified Police Department of Greater Salt Lake have agreed to become a member agencies of VECC upon terms and conditions contained in the proposed Amended and Restated Interlocal Cooperation Agreement.

NOW THEREFORE be it resolved as follows;

1. The Mayor of the City of West Jordan is hereby authorized to sign the attached Amended and Restated Interlocal Agreement which adds the Unified Fire Authority and the Unified Police Department of Greater Salt Lake as participating members of VECC.

2. This resolution shall take effect upon passing.

SIGNED AND DATED this _____ day of _____, 2013.

MELISSA K. JOHNSON
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Res 13-154

Voting by the City Council:	"AYE"	"NAY"
Judy Hansen	_____	_____
Clive M. Killpack	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Melissa K. Johnson	_____	_____

AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made between the following political subdivisions of the State of Utah, hereinafter referred to collectively as "Members" and individually as "Member":

DRAPER CITY
MIDVALE CITY
MURRAY CITY
SALT LAKE COUNTY
CITY OF SOUTH JORDAN
CITY OF SOUTH SALT LAKE
CITY OF WEST JORDAN
WEST VALLEY CITY
TOWN OF ALTA
HERRIMAN CITY
RIVERTON CITY
CITY OF TAYLORSVILLE
BLUFFDALE CITY
CITY OF HOLLADAY
CITY OF COTTONWOOD HEIGHTS
UNIFIED FIRE AUTHORITY
UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

PURPOSE. The Members and others, in June 13, 1988, entered into an interlocal cooperation agreement ("Former Agreement") to create, fund and operate an interlocal cooperation entity which shall has served as a communications center, (herein called the "Center") in order to protect, preserve and enhance the health, safety and welfare of persons within the Municipalities and the unincorporated portions of Salt Lake County by creating a communications center located within Salt Lake County which shall has handled communications and other services for the Members, including Police, fire, PSAP/E-911 service, dispatch, and records services. The Members wish to amend and restate the Former Agreement and intend that the police and fire departments of each member municipality and each member agency shall participate in the Center by the terms of this Agreement. The Members intend that the police, fire and medical dispatch functions of all parties hereto, where applicable, be combined in an efficient, effective and flexible centralized system.

AUTHORITY. The Members make this Agreement pursuant to Section 11-13- 203, Section 10-1-202, 17B-1-103 and Section 17-50-302, Utah Code Annotated, as amended.

CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. NAME. By this Agreement the Members hereby amend and restate the Former Agreement that created interlocal cooperation entity known as the Salt Lake Valley Emergency Communications Center, herein called the "Center".

2. TERM. This Agreement shall take effect upon its execution by all Members whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the then parties to it or until dissolution of the Center. Upon dissolution, the assets remaining, including any surplus money, shall be disposed of among the Members thereto at the time.

3. MEMBERSHIP. Each Member which is a signatory to this Agreement, and each additional political subdivision or public agency accepted for membership by a two-thirds vote of the Board of Trustees pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Center and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.

4. TERMINATION OF MEMBERSHIP. This Agreement shall remain in full force and effect as to each member agency for a minimum of five years from and after the date the member is first signs accepts and signs this interlocal agreement., subject to the appropriation of funds by the legislative body thereof. Thereafter, any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Center by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice to the Director and to each of the other Members not less than six months before the Center's new fiscal year. Due to the potential impact to public safety emergency response, the written notice of the intention to withdraw must include evidence of an alternative means to provide emergency response services. Said termination shall be effective on the last day of the said current fiscal year of the Center. A Member terminating its membership herein shall have no interest in the assets of the Center unless it is a Member at the time of dissolution of the Center.

After receipt by the Center of a resolution of intent to withdraw by a member, and before termination of membership takes effect, the Director shall calculate the departing member's proportionate share of the existing bonded indebtedness and other indebtedness incurred in by VECC to provide any service to the departing member, up to the date of the Member's termination of membership (hereinafter referred to as "the indebtedness"). The departing member's proportionate share of the indebtedness shall be calculated by determining the proportion of the departing member's contribution to the total Center budget for the fiscal year prior to the member's withdrawal, as expressed in a percentage of the overall budget. In determining the total Center budget for the purpose of calculating the departing members' proportionate contribution to the same, the Director shall not take into consideration the receipt of grant moneys which could not be used toward payment of the indebtedness. The director shall continue to assess the departing member, and the departing member shall continue to pay after termination of membership takes effect, its proportionate share of the indebtedness as said indebtedness becomes due and payable, until the indebtedness is paid in full.

5. POWERS OF THE CENTER. The Center shall have the power in its own name, to provide dispatch services, records, E-911, and other communications and related services to governmental subdivisions and to other entities; to make and enter into contracts; to employ agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Center. The Center shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of the Board of Trustees.

6. LIMITED OBLIGATION OF MEMBERS. The debts, liabilities and obligations of the Center shall not constitute any debt, liability or obligation of any of the individual Members. The obligation entered into by each of the Members by this Agreement are limited obligations and nothing herein shall constitute or give rise to a general obligation or liability of the Members or a charge against their general credit or taxing powers.

7. OPERATIONS. The Center shall operate on the following principles:

(a) Services. The Center shall provide combined fire, police, medical dispatch and some public works services for all Members, and other communications-related services which the Board of Trustees wishes to provide to Members and others subscribing to those services, including, Salt Lake County-wide or State-wide emergency functions.

(b) System. Dispatch operation shall be based upon a team dispatch profile that provides for actual dispatching to occur while emergency information is still being received.

(c) CAD and Records. It is the intent of the Members to operate with a computer-aided dispatch system. The system adopted by the Center shall be able to communicate with the records systems of the Members. The cost of the system as well as the records communication link shall be borne by the Center subject to the assessment and budget policies set by this Agreement and the Board of Trustees. The system adopted shall have adequate hardware maintenance and repair support and software support available.

(d) Dispatch Manning and Training. Whenever desired by individual Members and subject to manning efficiencies during low-volume hours, the dispatch, manning, training and emphasis shall be structured to insure a high level of familiarity with the street system, personnel, equipment and procedures of the Members. Whenever possible, persons familiar with the Member's street system, including former dispatchers for that Member, shall be assigned to that Member's dispatching where applicable.

(e) Flexibility. The operation and policies of the Center shall be marked by flexibility consistent with the principles set out above to meet the varied needs of the participating Members.

(f) Mutual Aid Agreements. Nothing contained herein shall supersede mutual aid agreements of individual Members.

8. AMENDMENT. This Agreement may not be amended, other than the admitting of new members which is governed by paragraph 3 above, except by written agreement of all the then Members to it.

9. BOARD OF TRUSTEES. The Center shall be governed by a Board of Trustees consisting of one representative from each Member, appointed by the governing body of the Member. A Member representative shall be the Mayor, a City Council member, a board member, the chief executive officer or the city manager, where applicable. The Member may also designate in writing an alternate representative, who also must be the Mayor, City Council member, board member, chief executive officer or senior level manager of the Member. The Member representative or alternate representative will attend, participate and vote on matters coming before the Board of Trustees on behalf of the Member. Neither the Member representative nor alternate representative may also be a member of the Operations Board. Each Member shall have one vote on the Board of Trustees. Each member's vote shall be weighted. The weight given to each vote shall be determined by the proportion of the Member's contribution to the total Center budget for the previous fiscal year expressed as a percentage. The weight of any new member representative's vote shall be determined by estimating what the new member's contribution to the Center budget would have been had the new member been a member during the previous fiscal year. The weight of each Member's vote shall be adjusted at the beginning of each Center fiscal year.

(a) Tenure. Each trustee shall serve at the pleasure of the Member, which may replace the trustee as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a trustee, the appointing member shall promptly appoint a successor to fill the position.

(b) Powers, Duties. The Board of Trustees shall be the legislative body of the Center. It shall determine the policies, and budget of the Center, the assessments for each Member, and shall have final determination of all matters having budgetary impact on the Center. No trustee, acting in an individual capacity, shall direct or request the appointment of any person to, or his discharge from the Center, nor interfere in any way with the performance of Center staff in the performance of their duties. Trustees shall not give orders or directives to any subordinate of the director of the Center, publicly or privately. Nothing herein, however, shall prevent a trustee who otherwise could do so except for his position on the board, from giving directions to or making requests of dispatchers or other staff.

Officers, Bylaws, New Members, Staff. The Board of Trustees shall elect a chair and such other officers as it sees fit. It shall adopt bylaws for the Center consistent with this Agreement, allocate funds, and select a director ("Director"). The Board of Trustees may establish procedures for its business and operations, create committees composed of the trustees or other persons, allow other governmental entities to join the Center, make policies for the employment of Center employees, and perform such other acts which do

not violate the terms of this Agreement, the bylaws or applicable law.

Nothing herein shall prevent the Board of Trustees from appointing committees to conduct investigations into the conduct of any officer or any matter relating to the welfare of the Center.

Special Services. Where services provided by the Center are not used by all the Members, the trustees of those Members using the respective services shall have primary responsibility for setting policies with respect to those services which shall not conflict with Center policies as a whole. The costs of those special services shall be determined by the entire Board of Trustees.

(c) Meetings. The Board of Trustees shall meet at least once every three months, shall give reasonable notice to all trustees of the time and place of each meeting, and shall otherwise follow the terms of the Utah Open and Public Meetings Act, Section 52-4-1 et. Seq. Utah Code Annotated, as amended, where applicable.

(d) Decisions, Quorum. A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of Member representatives, and that majority must represent a majority of the weighted voting rights represented on the Board of Trustees. Most decisions shall require a vote of a majority of the total weighted votes present. Any vote to approve a budget increased over the last approved budget by more than 2% shall require a supermajority vote of 2/3 of all the Member representatives and 2/3 of all the weighted votes. Supermajority voting may also be required if expressly elsewhere so provided by this Agreement, applicable law, the Bylaws, or the rules or policies of the Board of Trustees; provided that a bylaw, policy or rule providing for supermajority voting on a matter must be approved by the same supermajority vote.

(e) Director. The Board of Trustees shall select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Chair of the Board of Trustees.

10. OPERATIONS BOARD. The Board of Trustees shall establish an Operations Board, which shall include the Director. The Board of Trustees shall adopt bylaws which shall set forth the membership, powers, duties, policies and procedures for the Operations Board.

11. FINANCIAL AFFAIRS. The financial affairs of the Center shall be conducted in compliance with the Utah Municipal Fiscal Procedures Act and generally accepted accounting principles. The Board of Trustees shall provide for an audit of the financial records of the Center by an independent certified public accounting firm annually. The Board of Trustees shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations of the Center, the preparation of the annual budget, adoption of a fiscal year and other financial affairs of the Center.

(a) Assessments, Workload, Payments. Each member receiving services from the

Center shall be assessed annually, fairly based upon a workload share with respect to each service the Member receives from the Center. Members shall make payments to the Center quarterly or at such other time as the bylaws or policies shall provide. The Board of Trustees shall annually evaluate the method for assessing workloads.

(b) Overhead. The overhead of the Center shall be divided into four categories: PSAP/E-911, Dispatch Services, Records Services, and Miscellaneous Services. All overhead of the Center shall be attributed to one of the above four categories and allocated to them based upon workload and impact to the Center most directly attributed thereto. Overhead shall include, but not be limited to lease or building purchase, maintenance of building, utilities, insurance, administrative costs, financial services, director's salary, and costs of the Board of Trustees and Operations Board.

(c) Dispatch Assessment. The annual assessment to each Member for dispatch services and overhead associated therewith shall be determined annually as part of the annual budget preparation. The annual assessment for each Member shall be adjusted annually for workload, changes in overhead costs, changes in dispatch-specific system costs, and inflation and deflation as measured by appropriate indices of the U.S. Department of Labor.

(d) Records. A Member may at its sole discretion elect to have the Center provide its records services. The cost of said services shall be combined with the overhead most directly allocated thereto, and shall be fairly divided among Members receiving records services on a workload share basis.

(e) Miscellaneous Services. Members may at their discretion elect to receive other communications-related services which the Center may from time to time choose to provide. The overhead most directly allocated to each service shall be included in the cost of such service to the Member or Members receiving it, and the total cost including overhead for the service shall be fairly divided among the Member receiving the service on a workload share basis.

(f) Additional Services. A Member may, if it elects, receive increased dispatch services assigned solely to its dispatch needs, provided it pay the additional cost thereof.

(g) Nonmember Agencies. The Board of Trustees shall set reasonable costs for services for nonmember agencies receiving services from the Center.

12. PSAP/E-911. The Members agree to provide 911 services and allow the collection of 9-1-1 fees for their jurisdictions in accordance with applicable State statute. The Members shall pay to the Center those 911 monies received from The Utah Tax Commission, which the Members shall hold in trust for the Center. The Board of Trustees shall apply said payments to the PSAP/E-911 services of the Center and the overhead allocated thereto as prescribed by State statute. The Board of Trustees may allow exceptions to the full payment of 911 fees to those members for whom dispatching services are provided by another primary PSAP. The division of those 911 fees will be negotiated between two involved PSAPs, with final approval of the Board

of Trustees.

13. COMMENCEMENT and EFFECTIVE DATE. The Center began operations on January 1, 1989, and this amended Agreement shall be effective when adopted by all members, or such later date determined by the Board of Trustees.

14. OFFICERS, STAFF. The Center shall have a Director and other employees which shall be selected and serve by a process determined by the Board of Trustees. Staff personnel shall be trained and qualified to perform their duties in a manner consistent with the purposes and terms of this Agreement.

15. CONFIDENTIALITY. The Board of Trustees and Operations Board shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by the Center in accordance with law. The Members shall protect and keep confidential information kept or received by the Center during the term of this Agreement and after the termination of their membership in the Center pursuant to the Bylaws or other policies adopted by the Board of Trustees and consistent with law.

16. COOPERATION, STANDARDIZATION. While all Members recognize the individual differences of each Member, all Members participating herewith commit themselves to mutual cooperation, and each agrees to move towards standardization and unification of those functions relating to emergency response, dispatch, record keeping and equipment purchasing.

17. LIABILITY AND INDEMNIFICATION. The Center shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Center, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Center may involve.

SIGNED AND DATED THIS _____ DAY OF _____, 2013.

_____
MEMBER

ATTEST:

_____

APPROVED AS TO FORM:

_____