

City Council Staff Report



Applicant:

NA

Prepared By:

John Jackson, Public
Safety Director

Public Hearing:

No

Attachments:

Bids
Contract

REQUEST

Consideration of a Resolution authorizing the Mayor to sign an inter-local agreement with Springville City for emergency dispatching service.

BACKGROUND & DESCRIPTION

In 2017, Mapleton City entered in to a five year interlocal agreement with Springville City for emergency dispatching services. Per the agreement, the cost of dispatching services would increase 4% yearly beginning at \$80,000 and ending in June 2022 at \$90,040.00. Springville Dispatch and Utah Valley Dispatch are the two dispatching services available to Mapleton City.

EVALUATION

Negotiations with both entities have been made with the following associated costs:

Springville Dispatch:

Beginning FY 22/23 \$94,362 with yearly 4.8% increases ending FY 26/27 at \$113826.00

Utah Valley Dispatch:

Beginning FY 22/23 \$105,820. Yearly increases, or some cases decreases, are based on the Valley Dispatch Special Service District Board and what projects or costs come about. There is no set number and mosts costs are determined by inflation or costs of operation.

RECOMMENDATION

Enter into an interlocal agreement with Springville City for emergency dispatching serices.

RESOLUTION NO. 2022-

CONSIDERATION OF A RESOLUTION ENTERING INTO A 5 YEAR INTOLOCAL AGREEMEMNT WITH SPRINGVILLE CITY FOR EMERGENCY DISPATCHING SERVICES.

WHEREAS, Mapleton City Public Safety relies on emergency dispatching service to respond to emergency situations; and

WHEREAS, Mapleton City Public Safety has a current interlocal agreement with Springville City for emergency dispatching services that expires June 30, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to enter into another 5 year interlocal agreement with Springville City for emergency dispatching services.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 6th Day of July, 2022.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

INTERLOCAL COOPERATION AGREEMENT

(Dispatch Services)

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between SPRINGVILLE CITY, a political subdivision of the State of Utah, with an address at 110 South Main Street, Springville, Utah 84663, and MAPLETON CITY, a political subdivision of the State of Utah, with an address at 125 West Community Center Way, Mapleton, Utah, 84664.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action and to exchange services that they are each authorized by statute to provide; and

WHEREAS, Mapleton City desires to contract with Springville City for dispatch services; and

WHEREAS, the governing bodies of Springville City and Mapleton City have by resolution agreed to adopt this Agreement wherein Springville City will provide dispatch services to Mapleton City; and

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

Section 1. Purpose.

This Agreement has been established and entered into between Springville City and Mapleton City for the purpose of agreeing to the terms under which Springville City will provide dispatch services to Mapleton City.

Section 2. Effective Date and Duration.

a. The governing body of each party shall approve this Agreement as required by the Interlocal Cooperation Act. This Agreement shall become effective on the date that both parties approve, execute and file it with the person who keeps the records of each party.

b. The term of this Agreement shall be from July 1, 2022, until June 30, 2024. The parties agree that the term of this Agreement will automatically extend for an additional three (3) years unless either of the parties, within the three (3) year extension period, provides written notice of their intent to terminate the Agreement. The Agreement will then terminate one hundred and eighty (180) days following the delivery of the written notice. In the event the parties mutually decide to renew this Agreement beyond the additional three-year term, the parties shall negotiate new terms, conditions and provisions to this Agreement.

c. This Agreement shall be reviewed as to proper form and compliance with applicable law by an attorney for each of the parties.

d. This Agreement supersedes and replaces any and all previous agreements between the parties.

Section 3. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement. The parties agree that, pursuant to Section 11-13-207 of the Utah Code Annotated, Springville City's Public Safety Director or his designee shall act as the administrator responsible for the administration of this Agreement and shall have all powers provided by Springville City rule, ordinance, or practice, as is necessary to administer and carry out this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational change in the parties. Springville City shall act as the administrator responsible for acquiring, holding and disposing of real and personal property used in Springville City's dispatch center for this Agreement and further agrees to keep all books and records in such form and manner as is common under Springville City policy.

Section 4. Dispatch Services.

Springville City shall provide the following dispatch services to Mapleton City (the "Services"):

- a. Twenty-four (24) hour E-911 services for emergency law enforcement, fire and medical services; and
- b. After hour emergency utility callout services for Mapleton City's utility departments. After hours shall mean 5:00 p.m. to 8:00 a.m. on weekdays and all day on weekends and holidays.

Pursuant to Springville City policy, Springville City will maintain dispatch communication records to be furnished at the request of Mapleton City.

Section 5. Dispatch Training, Protocols and Review of Calls.

The Fire Chiefs for Springville City and Mapleton City will determine a mutually agreeable training plan for dispatchers, mutually agreeable dispatching protocols and will participate in quarterly reviews of dispatched calls.

Section 6. Equipment.

Springville City shall be responsible for maintaining the equipment in Springville City's Dispatch Center. Mapleton City shall be responsible for maintaining its telephone lines, radio transmitters (including recording radio), repeaters and related equipment for receiving the Services.

Section 7. Service Payments.

Mapleton City shall pay Springville City the amount of \$94362.00 for the 2022-2023 budget year (the "Annual Payment") for the Services. The Annual Payment shall increase by four and eight-tenths percent (4.8%) each year. The Annual Payment schedule through June 30, 2027 shall be as follows:

July 1, 2022	through	June 30, 2023	\$94,362.00
July 1, 2023	through	June 30, 2024	\$98,891.00
July 1, 2024	through	June 30, 2025	\$103,638.00
July 1, 2025	through	June 30, 2026	\$108,613.00
July 1, 2026	through	June 30, 2027	\$113,826.00

The Annual Payments shall be paid in two equal installment payments within the respective budget year. The two equal installment payments shall be made by July 10th and January 10th of each year.

In addition to the Annual Payment, Mapleton City shall assign the payment of all of its E-911 funds to Springville City for the duration of this Agreement.

Section 8. Termination.

Prior to the end of the initial five-year term of this Agreement, it shall only be terminated by the mutual consent of both parties. After the initial five-year term, any party may terminate this Agreement by giving the other party a 180-day written notice of termination. This Agreement shall automatically terminate should any federal, state, or local law, regulation or rule governing dispatch services make it unlawful or reasonably unfeasible for Springville City to provide the Services to Mapleton City, provided that Springville City or an entity controlled or created by Springville City shall not create a local law, regulation, or rule governing dispatch services for the primary purpose of terminating this Agreement.

Section 9. Manner of Holding, Acquiring or Disposing of Property.

Each party shall be responsible for the risk of loss (including without limitation, theft, destruction, disappearance of, or damage) for that equipment the party is responsible for as outlined in Section 5 of this Agreement. Upon termination of this Agreement, each party shall retain the property that it is responsible for as outlined in Section 5 of this Agreement.

Section 10. Indemnification.

The parties to this Agreement are both governmental entities subject to the Governmental Immunity Act. Each party agrees to defend, indemnify and save harmless the other party for damages, claims, suits, and actions arising out of the negligent acts of its own officers or agents in connection with this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act.

Section 11. Filing of Agreement.

A copy of this Agreement shall be placed on file in the Office of the City Recorder of each party and shall remain on file for public inspection during the term of this Agreement.

Section 12. Notice of Default; Corrective Action.

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

Section 13. Rights and Remedies.

In the event of any breach hereunder and after the lapse of the cure period as per Section 11 of this Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive,

but shall be cumulative in all effects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

Section 14. Governing Law, Jurisdiction, and Venue.

All questions with respect to the construction of this Agreement and all rights and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

Section 15. Costs of Enforcement.

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

Section 16. Notice.

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. Notice shall be mailed to the attention of each City's Administrator at the above addresses. Either party may notify the other to designate a different address for mailing.

Section 17. Miscellaneous.

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained, unless the severance of such condition, covenant, or other provision defeats the essential purposes of this Agreement, in which case this Agreement shall be considered invalid or void in its entirety. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

G. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires.

H. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

DATED this ____ day of _____, 2022.

SPRINGVILLE CITY

By: _____
MATT PACKARD, Mayor

ATTEST:

By: _____
KIM RAYBURN, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

**JOHN A. PENROD,
Springville City Attorney**

DATED this ____ day of _____, 2022.

MAPLETON CITY

By: _____
DALLAS HAKES, Mayor

ATTEST:

By: _____
CAMILLE BROWN, City Recorder

**APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:**

Attorney for Mapleton City