

**AGREEMENT BETWEEN OPHIR TOWNSHIP AND
TOOELE COUNTY FOR TRAFFIC ENFORCEMENT SERVICES**

This Agreement, dated this 17 day of May, 2011 is made and entered into by and between **TOOELE COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as County, and **OPHIR TOWNSHIP**, a township of the State of Utah, hereinafter referred to as Ophir, pursuant to '11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act.

WITNESSETH

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

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

WHEREAS, Ophir feels that the Tooele County Sheriff will provide excellent, cost effective, traffic enforcement services within the town boundaries; and

WHEREAS, the Tooele County Sheriffs' Office is able and willing to provide the traffic enforcement services needed by Ophir; and

WHEREAS, Ophir and County have determined that it is mutually advantageous to enter into this Agreement for the Tooele County Sheriffs' Office to provide traffic enforcement services in the town; and

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

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

**SECTION ONE
AGREEMENT**

1.01 County, through the Tooele County Sheriffs' Office, agrees to furnish traffic enforcement services and to enforce State laws and town ordinances within town limits of Ophir, to the extent and in the manner hereinafter set forth.

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

- 1.03** The concepts set forth in the above recitals are recognized and incorporated as an integral part of the Agreement.

SECTION TWO SCOPE OF SERVICES

- 2.01** The Tooele County Sheriffs' Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and town ordinances and will conduct traffic enforcement.
- 2.02** The personnel and equipment furnished by the Sheriff will provide an active field force on duty within the town limits providing direct traffic enforcement services.
- 2.03** The County Sheriff will designate an appropriate supervisor as the liaison to Ophir for the purpose of coordinating the activities of the Sheriffs' Office, attending Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.

SECTION THREE EQUIPMENT AND OTHER FACILITIES

- 3.01** County will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms, and other items of equipment reasonably necessary to provide the services described herein.

SECTION FOUR AUTHORITY AND EMPLOYMENT STATUS

- 4.01** For purposes of liability, County officers or employees shall not be deemed to be Ophir officers or employees except as more fully specified in the Agreement.
- 4.02** All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees. County will have full supervision authority over all persons employed to carry out the requirements of this Agreement.

SECTION FIVE INDEMNIFICATION BY OPHIR

- 5.01** Ophir shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of Ophir in connection with the performance of this Agreement. Ophir shall also defend and indemnify County for all claims and expenses that arise out

of the enforcement of an Ophir ordinance that is deemed to be unlawful or unconstitutional.

SECTION SIX

INDEMNIFICATION BY COUNTY

- 6.01** County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of County in connection with the performance of the Agreement. County shall indemnify and hold Ophir free and harmless from all claims that arise as a result of the negligence or fault of County, its officers, agents, and employees. In the event that Ophir or any of its officers or employees are named as co-defendants with the County or any of its offices or employees in any civil action based upon the delivery of services under the terms of this Agreement, County agrees to undertake the defense of Ophir 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 County that a conflict of interest exists, at which time Ophir will be notified of its duty to independently undertake and pay for the defense of Ophir or its officer or employee named as a co-defendant in such civil actions. In the event it is determined that a conflict of interest exists, the parties may select independent counsel to provide representation to the Ophir or its officers or employees named in any legal proceeding.

SECTION SEVEN

RESPONSIBILITY FOR SALARY AND BENEFITS

- 7.01** Ophir 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 Ophir and will not assume any other employment-related liability except as provided for in this Agreement.
- 7.02** Ophir 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 County hereby agrees to hold Ophir harmless against any such claim.

SECTION EIGHT

PERIOD OF AGREEMENT

- 8.01** Unless sooner terminated as provided for herein, the Agreement shall be effective 12:01 a.m., April 23, 2011 and shall run until 12:00 midnight, October 30, 2012. The Sheriff shall be the administrator of the Agreement.
- 8.02** In the event Ophir desires to extend this Agreement for a succeeding one-year period, the Ophir Council shall notify the Board of County Commissioners by September 1st that it wishes to renew the Agreement, whereupon the Board of County Commissioners, not later than October 1st shall notify the City Council in writing of its determination concerning the renewal for an additional one-year period together with any readjusted

rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this Agreement shall terminate.

- 8.03** Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 90 days prior written notice to the other party.

SECTION NINE COST OR PAYMENT

- 9.01** Ophir agrees to pay County the amount set forth below. The amount listed includes, but is not limited to, salary, benefits, clothing costs, training, overtime, supervision, supplies, telephone, motor pool, system services, insurance, equipment, and associated administrative costs.

One and one-half of the wages and benefits for the deputy on duty. An additional \$5.00 per hour will be charged for the vehicle. Each shift will include four hours of patrol time, plus one hour of technical support.

- 9.02** County shall bill Ophir by the end of each month. Ophir shall remit payment to the Tooele County Auditor, 47 South Main Street, Tooele, Utah 84074, within twenty (20) days after the close of each month. 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. Interest shall be at the rate of twelve percent (12%) per annum.

- 9.03** The rates set forth in Exhibit A may be reviewed and renegotiated, at the request of either party, prior to March 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedure for the determination of such rate as adopted by the Board of County Commissions and agreed to by Ophir. The rates may be adjusted upon upon the mutual agreement of the parties.

SECTION TEN REPORTS AND RECORDS

- 10.01** Records will be maintained of all law enforcement activity and services in Ophir and the records will be accessible to Ophir at all reasonable times. The Sheriffs' Office will prepare an annual report of traffic enforcement efforts in Ophir.

SECTION ELEVEN PROBLEM RESOLUTION


- 11.01** The Ophir Mayor, Council, or other designated representatives, shall have the right upon request to meet and confer with the Sheriff and/or his designated contract representatives, to discuss any problems arising from the Sheriffs' Office performance or the individual

deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.


TOOELE COUNTY SHERIFF'S OFFICE:


FRANK J. PARK, Sheriff

TOOELE COUNTY COMMISSION:

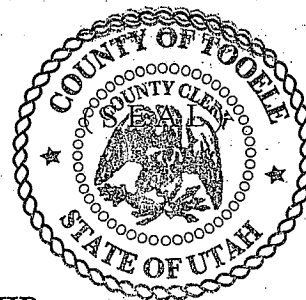

COLLEEN S. JOHNSON, Chairman

APPROVED AS TO FORM:



DOUG HOGAN, Tooele County Attorney

ATTEST:


MARILYN K. GILLETTE, Clerk



OPHIR TOWNSHIP:


WALTER SHUBERT, Mayor

ATTEST:


Clerk

(SEAL)