

**TOOELE COUNTY
RESOLUTION 2023-21**

**A RESOLUTION AUTHORIZING THE COUNTY COUNCIL CHAIR TO
EXECUTE THE ATTACHED INTERLOCAL COOPERATION
AGREEMENT WITH THE TOWN OF STOCKTON**

WHEREAS, Tooele County and the Town of Stockton are both political subdivisions of the State of Utah; and

WHEREAS, the Town of Stockton recently discontinued providing law enforcement services; and

WHEREAS, Tooele County has been providing limited law enforcement services to the Town of Stockton on an interim basis at no cost; and

WHEREAS, a more permanent and comprehensive law enforcement presence is required; and

WHEREAS, Tooele County and the Town of Stockton have engaged in negotiations and have agreed to the terms set forth in the attached Interlocal Agreement; and

WHEREAS, Tooele County and the Town of Stockton desire to enter into the attached Interlocal Agreement pursuant to Utah Code Section 11-13-202;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL that the County Council Chair is authorized to execute the attached Interlocal Cooperation Agreement with the Town of Stockton.

EFFECTIVE DATE: This resolution shall take effect immediately upon passage.

DATED this 11th day of July, 2023.


Tooele County
Res. 2023-21

ATTEST:


FRACY D. SHAW, County Clerk



TOOELE COUNTY COUNCIL:


JARED S. HAMNER, Council Chair

Council Member Hamner voted aye
Council Member Hoffmann voted aye
Council Member Stromberg voted aye
Council Member Thomas voted aye
Council Member Wardle voted absent

APPROVED AS TO FORM:


COLIN R. WINCHESTER
Deputy Tooele County Attorney

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TOOELE COUNTY AND THE TOWN OF STOCKTON
FOR LAW ENFORCEMENT SERVICES**

AGREEMENT dated this 1st day of July, 2023, between Tooele County ("County") and the Town of Stockton ("Stockton"), both political subdivisions of the State of Utah.

WHEREAS, Stockton is a municipality; and

WHEREAS, Stockton recently discontinued providing law enforcement services; and

WHEREAS, County has been providing limited law enforcement services on an interim basis at no cost; and

WHEREAS, a more permanent and comprehensive law enforcement presence is required; and

WHEREAS, County and Stockton have engaged in negotiations and have agreed to the terms set forth in this Agreement; and

WHEREAS, County and Stockton desire to enter into this Agreement pursuant to Utah Code Section 11-13-202; and

WHEREAS, each party's legislative body has adopted or will adopt a resolution authorizing this Agreement and agreeing to its terms;

NOW THEREFORE, the parties mutually agree as follows:

1. From July 1, 2023, through June 30, 2025, County will provide comprehensive law enforcement services to Stockton. Either party may terminate this Agreement, with or without cause, upon 60-days written notice to the other party.
2. For each three-month period from July 1, 2023, through June 30, 2025, Stockton shall pay County \$5,246.

County will submit an invoice at the end of each quarter. Stockton will pay each invoice within 30 days. If Stockton fails to fully and timely pay any invoice, County will send written notice of intent to terminate this Agreement. Stockton will then have 14 calendar days to cure the non-payment. If non-payment is not cured within those 14 days, County will cease to provide law enforcement services, other than those statutorily required by law, without further notice.

Invoices, payments and notices shall be sent to each party's primary contact, as follows: for County, County Sheriff Paul Wimmer; and for Stockton, Mayor Nando Meli. Either party may change its primary contact by submitting written notice to the then-current primary contact for the other party.

3. Dispatch services are not included in this Agreement. For dispatch services, Stockton must sign an annual contract with County that runs from each July 1 through the following June 30.

4. Stockton shall indemnify and hold harmless County and its law enforcement officers and employees from and against all claims, except claims arising out of the gross negligence or intentional acts of County's law enforcement officers and employees, arising out of or related to this Agreement.

County shall indemnify and hold harmless Stockton and its officers and employees from and against all claims, except claims arising out of the gross negligence or intentional acts of Stockton's officers and employees, arising out of or related to this Agreement.

The parties are governmental entities under the Governmental Immunity Act of Utah. Neither party waives any defenses otherwise available under the Governmental Immunity Act of Utah nor does either party waive any limits of liability currently provided by the Governmental Immunity Act of Utah.

5. Throughout the term(s) of this Agreement, Stockton shall obtain and maintain liability insurance and provide proof of insurance to County upon request.

6. Any modifications to this Agreement shall be made in writing and approved by the parties' legislative bodies.

7. There are no third-party beneficiaries to the Agreement.

8. This document constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

9. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

11. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party.

12. In the event of default by either party, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

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

14. This Agreement does not create a separate interlocal entity. To the extent the performance of this Agreement requires an administrator, the Agreement shall be jointly administered by a board consisting of the two primary contacts for the parties, who shall have equal voting rights. Such board may not alter any term, obligation, or condition of this Agreement.

15. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained. Each party shall be separately responsible for budgeting, record-keeping, and financing of and related to their obligations and activities under this Agreement, except as expressly set forth herein.

16. Upon demand from County, Stockton shall transfer to County specified law enforcement assets and equipment. During the terms of this Agreement, County may use or dispose of transferred assets and equipment in its sole discretion. At the conclusion of this Agreement, to the extent transferred assets or equipment remain, County will return the same to Stockton in "as is" condition at the time of return.

17. Stockton shall make evidence and reports for existing cases available to the County Sheriff's Office on demand and shall retain evidence and reports until legally allowed to dispose of the same.

18. This Agreement shall be submitted to the parties' respective counsel for approval.

TOOELE COUNTY:

TOWN OF STOCKTON:

Jared Hamner Date
Chair, Tooele County Council

Nando Meli 6-12-2023
Nando Meli Date
Mayor

APPROVED:

APPROVED:

Colin Winchester 07/17/2023
Colin Winchester Date
Deputy Tooele County Attorney

Dallin Littlefield 06-12-2023
Dallin Littlefield Date
Stockton City Attorney

ATTEST:

ATTEST:

Tracy Shaw Date
Tooele County Clerk

Diana Degelbeck 6-12-23
Diana Degelbeck Date
Stockton City Clerk