

**AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND WEBER COUNTY
FOR USE OF CITY VEHICLES FOR LAW ENFORCEMENT VOLUNTEERS (VIPS
PROGRAM)**

This Agreement is made and entered into pursuant to Utah Code Annotated 11-13-101, 1953 as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Washington Terrace City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH

WHEREAS, County, through the Weber County Sheriff's office "Sheriff", provides law enforcement services to City; and

WHEREAS, Sheriff has developed a Volunteers In Police Service program "VIPS" to be utilized in City; and

WHEREAS, the VIPS program, provides opportunities for volunteers to be trained, and under authority of the Sheriff, provide certain crime protection and prevention services; and

WHEREAS, the City would like to provide use of one of its vehicles for use in the VIPS volunteer program; and

WHEREAS, the vehicle may also be used for other City purposes, as well as the VIPS program; and

WHEREAS, the parties hereto wish to establish policies and procedures relating to the use of the vehicle and the costs and expenses associated therewith.

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

1. The City will provide one vehicle for the use of the Sheriff's VIPS program at times when the City Offices are closed;
2. That vehicle will be equipped by County at County expense with the various items to make it an appropriate law enforcement vehicle as outlined in the attached Exhibit A. These items will remain the property of Weber County and will be removed from the vehicle once it is no longer being used in the VIPS program.
3. The operating costs including gas, oil, maintenance and needed repairs, will be provided by the City;
4. Insurance for the vehicle will be provided by the City. However, if any out of pocket expenses are incurred, beyond insurance coverage, for injuries or damages created by VIPS volunteers operating the vehicle, those expenses will be assumed by Sheriff.
5. The City will use the vehicle for City purposes during City Office Operating hours;

6. VIPS volunteers will be volunteering for the County and the Sheriff. The County, as provided for in state law, will provide liability and Workman's Compensation coverage for the volunteers;
7. VIPS Volunteers will not be considered City employees and the City has no responsibility for any costs or expenses incurred by VIPS volunteers.
8. Any liability or expenses incurred through the use of the vehicle by the City and its employees will be the sole responsibility of the City and City will indemnify the County from any expenses that might be incurred therefrom.
9. This agreement supersedes any other oral or written agreement between the parties related to the use of the vehicle provided for VIPS operations and can only be amended or altered through written agreement between the two parties.
10. This agreement may be terminated, at any time by either party, by giving written notice of termination to the other party at least 30 days prior to the requested termination date.

IN WITNESS THEREOF, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder, and the County has caused this Agreement to be signed by its Chairman of the Board of County Commissioners and attested by its Clerk, all on the day and year appearing below their respective signatures.

WASHINGTON TERRACE CITY

By: Mark C. Allen Date 1-4-22
Mayor

ATTEST:

Approved as to form and for compliance with state law.

[Signature]
City Recorder

[Signature]
City Attorney

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY:

By: _____ Date _____
Chair

ATTEST:

Approved as to form and for compliance with state law.

Weber County Clerk

Weber County Attorney's Office

Exhibit "A"

This exhibit defines what equipment will be provided by the Weber County Sheriff's Office.

- a. 800mhz radio
- b. VIPS Decals
- c. Flashlights with charging mounts (2) and cones
- d. Flares (12)
- e. Traffic cones (6)
- f. Traffic Vests (2)
- g. Jumper Cables
- h. Shovel
- i. First Aid Kit
- j. Tote containing (6) VIPS Raincoats. (2)L (2)XL (2)XXL