

INTERLOCAL AGREEMENT

between

WEBER COUNTY

and the

CITY OF WEST HAVEN

for vehicle use with the Volunteers in Police Services program

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and the CITY OF WEST HAVEN ("West Haven"), a municipal corporation of the State of Utah. County and West Haven may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and West Haven are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, County, through the Weber County Sheriff's Office ("Sheriff"), provides law enforcement services to West Haven; and

WHEREAS, Sheriff has developed a "Volunteers in Police Service Program ("VIPS") utilized in West Haven; and

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

WHEREAS, West Haven desires to lease of one of Sheriff's vehicles for use in the VIPS volunteer program; and

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

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- A. West Haven will lease from the County one vehicle for use in the Sheriff's VIPS program.
- B. Any VIPS volunteer or personnel of West Haven that utilizes the leased vehicle shall keep a log of beginning and ending mileage per use of the leased vehicle. Said log

shall remain in the vehicle at all times and shall be readily accessible to County employees.

- C. The leased vehicle will be equipped by County, at County expense, with various items to make it an appropriate law enforcement volunteer vehicle as outlined in the attached **Exhibit A**.
- D. Insurance and expenses for the vehicle will be provided by West Haven with specific expenses outlined in **Exhibit B**.
- E. West Haven may use the vehicle for limited City purposes as well as making the vehicle available for use in the VIPS Program.
- F. VIPS volunteers will be volunteering for the County and the Sheriff. The County, as provided for in state law, will provide liability (except for auto liability provided by City) and Workman's Compensation coverage for the volunteers.
- G. VIPS Volunteers will not be considered City employees and West Haven has no responsibility for any costs or expenses incurred by VIPS volunteers except for vehicle maintenance costs and vehicle insurance.
- H. Any liability or expenses incurred through the use of the vehicle by West Haven and its employees will be the sole responsibility of West Haven and will indemnify the County from any expenses that might be incurred therefrom.
- I. 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.

2. EFFECTIVE DATE/TERMINATION

The term of this Agreement is April 01, 2021 through March 31, 2023 ("Term"). The parties may renew the term of this Agreement on an annual basis through the execution of a written amendment.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

3. CONSIDERATION

West Haven shall be responsible for the reimbursement to County of all gas, oil, and maintenance costs as well as the costs for proper vehicle insurance. These costs will constitute the full and only lease payment from West Haven to County. Said

reimbursement payments shall be due within 30 days after receipt of invoice from County to West Haven.

4. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and West Haven under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and West Haven of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

5. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. Unless provided for elsewhere in this Agreement, none of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and West Haven shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and West Haven shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

6. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, 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. 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.

7. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under

this Agreement. County and West Haven are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

8. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

9. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

10. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

11. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

12. INSURANCE

In addition to any vehicle insurance required by this Agreement, both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

13. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

14. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

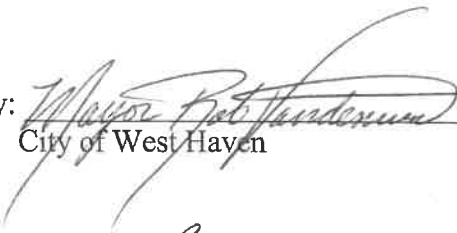
15. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This

Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Weber County

By:  _____
City of West Haven

Date: _____

Date:  _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date

Exhibit "A"

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

- a. Light Bar (Amber only)
- b. Control box (for light bar)
- c. Decals
- d. Flashlights with charging mounts (2)
- e. Flares (12)
- f. Traffic cones (6)
- g. Traffic Vests (2)
- h. Jumper Cables
- i. Floor jack
- j. Breaker bar/star iron
- k. Tarp

Exhibit "B"

This Exhibit defines which entity is responsible for VIPS vehicle service, maintenance, and repairs as follows:

1. City/Town is responsible for all vehicle services and maintenance as follows:
 - a. Maintain fuel.
 - b. Service all oil changes with new oil filter.
 - c. Lube chassis and any other lube points.
 - d. Maintain all fluids, including: windshield wipers, brake fluid, radiator coolant, transmission fluid, and any transference.
 - e. Maintain air filter.
 - f. Rotate tires and maintain tire air pressure at proper PSI.
 - g. Maintain all vehicle lights.
 - h. Maintain vehicle cleanliness.

2. County is responsible for all other VIPS vehicle maintenance and repairs, including any tires, excepting the service and maintenance items outlined in Paragraph 1 set forth above.