

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
REGARDING CAD AND RMS SERVICES**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Amended Agreement”) is entered into effective July ____, 2021, by and between SALT LAKE CITY CORPORATION, a municipal corporation (the “Salt Lake”), and SANDY CITY, a municipal corporation (“Sandy”). Salt Lake and Sandy are hereafter sometimes collectively referred to as “Parties” and either may be referred to individually as a “Party.”

RECITALS

- A. Salt Lake and Sandy are municipalities that provide public safety services for citizens through their respective Police and Fire Departments.
- B. Salt Lake provides computer-aided dispatch (“CAD”) and public safety radio communications for its Police and Fire Departments through its 911 Bureau (“Bureau”). Salt Lake also, in collaboration with Salt Lake County, maintains an electronic records management system for use by its public safety personnel (“RMS”).
- C. Sandy wishes to continue to contract with Salt Lake for the provision of RMS, CAD, 911 Call Taking, and radio communications for Sandy’s police, fire, medical, and animal control services (the “Services”).
- D. The Parties entered into an interlocal agreement dated October 27, 2013 (the “Original Agreement”), under which Salt Lake provided the Services to Sandy in exchange for mutually agreed upon compensation.
- E. Under the Original Agreement, the Parties agreed Sandy would pay a proportional amount of the personnel and non-personnel costs that Salt Lake would incur in providing the Services, plus certain fees charged by the vendor, Versaterm, and an administrative fee.

F. Sandy's proportional share was calculated based on the Parties' respective estimated call volume and system usage.

G. In payment of Sandy's proportional share, Sandy directed the Utah State Tax Commission to pay to Salt Lake Sandy's 911 Emergency Telephone Service Charge revenue ("E911 Revenue") and annually the Parties reconciled any difference between the E911 Revenue and Salt Lake's actual cost in rendering the Services, plus the Versaterm fees and the administrative fee.

H The Parties have determined that the compensation approach used historically, based on actual costs, is excessively burdensome, less predictable, and administratively costly.

I. The Parties now desire to enter into this Amended Agreement, providing generally for the terms and conditions under which Salt Lake will provide Sandy with these services and making certain adjustments to the compensation approach previously implemented by the Parties using historic averages instead of actuals.

J. This Amended Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), and the Parties desire to evidence compliance with the terms and provisions of the Act.

AGREEMENT

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Salt Lake and Sandy agree that Salt Lake will provide RMS, CAD, and radio communications for Sandy's public safety services (police, fire, medical, and animal control services) beginning October 27, 2014 and continuing until the termination of this Agreement collectively referred to as the "Services"). Salt Lake agrees to provide such Services to Sandy at a level consistent with both the service currently provided to its own public safety departments and best practices.

2. It is the Parties' intent that Sandy pay to Salt Lake the amounts set forth in Exhibit "A" in consideration for the Services Salt Lake provides to Sandy under this Amended Agreement. The amounts shown in Exhibit "A" will be prorated for the first year of the Amended Agreement to reflect the actual time Salt Lake is providing the Services.

3. Sandy will pay such annual costs to Salt Lake as follows:

a. Sandy will direct the Utah State Tax Commission to pay, to Salt Lake, Sandy's 911 Emergency Telephone Service Charge revenue ("E911 Revenue").

b. On a quarterly basis, Salt Lake will invoice Sandy for the quarterly costs set forth in Exhibit A.

c. After receiving an invoice for the pass-through amounts identified on Exhibit A from the vendor, Salt Lake will invoice Sandy for such pass-through amounts.

c. Sandy will pay all invoiced amounts in full to Salt Lake within thirty (30) days of the date of the invoice.

4. Salt Lake agrees to coordinate with other local agencies or entities to address CAD to CAD interface for areas contained within the boundaries of Sandy that are not served by Sandy's municipal services.

5. Salt Lake and Sandy will jointly create any necessary policies and procedures needed for the implementation of this Amended Agreement and the provision of the Services. Such policies and procedures will be consistent with the terms of this Amended Agreement as well as applicable Federal and State laws, Bureau of Emergency Medical Services rules or regulations, and Salt Lake and Sandy ordinances, policies, and professional standards.

6. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"), and do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Amended Agreement are considered within their current scope of employment with each Party.

7. The effective date of the Original Agreement was be October 27, 2014. The term of this Amended Agreement will begin on the date this Amended Agreement is filed with the keeper of the records for each party as required under Utah Code Section 11-13-209. The term of this Amended Agreement will expire five years after the beginning of the term. The term of this Amended Agreement will be automatically extended to one additional five year period unless terminated pursuant to Paragraph 8 prior to the beginning of the respective term. This Amended Agreement may be extended or its terms otherwise modified only by a written agreement executed by both Parties.

8. Either Party may terminate this Amended Agreement, without cause, at any time during the term for any reason by written notice to the other of not less than three months.

9. In the event that either Party fails to comply with an obligation under this Amended Agreement that does not meet the criteria of Paragraph 10 below, the other Party will provide written notice of the failure and the breaching Party will have ninety (90) days to cure the failure. Should the breaching Party fail to cure the breach, this Amended Agreement may be terminated with an additional sixty (60) days written notice.

10. Due to the nature of the Services, in the event either Party fails to perform an obligation under this Amended Agreement that could reasonably lead to the emergency services provided to either Party's citizens being negatively impacted, each Party will have the right to independently and unilaterally cure such failure and charge the other Party any additional costs resulting from such cure.

11. No person acting within the scope of his or her authority with respect to this Amended Agreement shall unlawfully discriminate against any person or employee on the basis of race, creed, color, national origin, ancestry, age, religion, marital status, familial status, gender, or handicap, provided however that this paragraph is not intended to create third party causes of action against either party or their officers, employees or representatives.

12. Interlocal Co-operation Act Requirements:

- a. This Agreement shall be approved by each Party pursuant to § 11-13-202.5 of the Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to § 11-13-202.5 of the Act;

- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Act;
- d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered jointly by the Salt Lake City 911 Bureau Director and Deputy Director and the Sandy City Fire and Police Chiefs or their respective designees. If a vote is required to be taken, then voting shall be based on one vote per party. 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.

13. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. Invalidation of any of the covenants, conditions, restrictions, or other provisions contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other provisions hereof, or the application thereof to any Party shall remain in full force and effect.

14. A Party shall not assign this Agreement or any rights, interests, or obligations hereunder, without the previous written consent of the other Party.

15. The individuals signing this Agreement on behalf of each Party hereby represent to the other party (i) that they have the power and authority to bind the entity for which they are signing, (ii) that the signatories are all of the signatories for the respective Party necessary for the full and valid execution of this Agreement for such Party, and (iii) that no other signature, act or authorization is necessary to bind the respective Party.

[signatures begin next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

SALT LAKE CITY CORPORATION

Approved as to form:

Jaysen R. Oldroyd
Senior City Attorney

Erin Mendenhall
Mayor

Attest:

City Recorder

SANDY CITY

City Recorder

Kurt Bradburn
Mayor

Approved as to form:

Lynn Pace
Sandy City Attorney

EXHIBIT A

PRICE SCHEDULE

The Parties agree that Sandy shall provide Salt Lake the following compensation for providing the Services set forth in the Amended Agreement:

| | |
|---|---|
| FLAT RATE FEE FOR OPERATIONS AND MAINTENANCE | |
| Quarterly Fee | \$153,193 (per quarter) |
| PASS-THROUGH OF DIRECT SERVICE EXPENSES | |
| US Digital- Station Alerting at Sandy Fire Stations | Annual Pass-Through Charge ¹ |
| Versaterm – Sandy Fire CAD/MDT/AVL Maintenance | Annual Pass-Through Charge ² |
| Versaterm – Sandy Police RMS/MRE Maintenance | Annual Pass-Through Charge ³ |

ANNUAL PRICE ESCALATION CLAUSE:

If the costs and expenses Salt Lake incurs to provide the Services (consisting of personnel services, operating and maintenance, charges and services, and capital expenditures) have increased from the prior year, the Parties acknowledge that Sandy will pay a proportionate share of such increased costs. Consequently, the Parties agree 7.12% of the total cost increases incurred by Salt Lake will be passed on directly to Sandy and will represent Sandy's proportionate share of the cost increases.

Salt Lake will estimate the amount of the annual price escalation for which Sandy will be responsible during the annual budget cycle and will communicate that estimated amount to Sandy. Both parties are entering into this Agreement in good faith and if Sandy has questions regarding a proposed increase, then the parties agree to meet and discuss the methods and calculations used to determine such increase. If Sandy does not approve the annual price escalation amount proposed by Salt Lake, then the amounts Sandy must pay to Salt Lake in consideration of the Services provided will default to the amounts paid during the prior year.

¹ This exact amount will be based upon the invoice provided by US Digital and will reflect the proportionate amount of resources used to provide services specifically to Sandy.

² This exact amount will be based upon the invoice provided by Versaterm and will reflect the number of licenses used to provide services specifically to Sandy.

³ This exact amount will be based upon the invoice provided by Versaterm and will reflect the number of licenses used to provide services specifically to Sandy.