

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOOELE COUNTY ATTORNEY'S OFFICE

AND

WENDOVER CITY

PARTIES

This is a memorandum of agreement between the Tooele County Attorney's Office, having its principal place of business at 74 South 100 East, Tooele, Utah ("the Attorney's Office"), and City of Wendover, a body politic and corporate of the State of Utah, having its principal place of business at 920 East Wendover Blvd., Wendover, Utah ("the City").

PURPOSES AND OBJECTIVES

This agreement is established for the purpose of managing the City's criminal cases in an electronic database. In doing this, the City will enhance the organization of the recordkeeping of its individual criminal cases with regard to case statuses, resolutions, and dispositions, as well as the accessibility of the same. Through this agreement, the Attorney's Office will enhance its ability to view and understand criminal histories and pending criminal cases of those who have had criminal episodes in the City. This agreement will allow both parties to more competently manage their criminal cases.

TERMS

- A. The City is authorized to use the Prosecution Information Management System ("PIMS") in prosecuting its criminal cases.

PERIOD OF PERFORMANCE

The term of this agreement shall be 99 years.

MODIFICATIONS TO AGREEMENT

Amendments or renewals may be proposed at any time during the period of performance by either party and shall become effective upon signing by both parties. No change to this agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both parties.

TERMINATION OF AGREEMENT

This Agreement may be voluntarily terminated in whole or in part as to any party hereto on notice by the party given in writing to all other parties hereto not less than ninety (90) days in advance of the contemplated termination.


This Agreement shall be terminated if the City contracts prosecution of its criminal cases with any person who is not an employee of the Tooele County Attorney's Office. At such time, the Attorney's Office will provide the City with a copy of the records contained in PIMS in electronic format or, if requested by the City, in paper format at the City's expense.

THIRD PARTY RIGHTS


Nothing in this agreement creates any enforceable rights in third parties.

IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

Dated this 18th day of December, 20 12



Doug Hogan
Tooele County Attorney



Glenn Wadsworth
City Administrator
City of Wendover

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PURPOSES AND OBJECTIVES

This agreement is established for the purpose of managing the City's criminal cases in an electronic data base. In doing this, the City will enhance the organization of the recordkeeping of its individual criminal cases with regard to case statuses, resolutions, and dispositions, as well as the accessibility of the same. Through this agreement, the Attorney's Office will enhance its ability to view and understand criminal histories and pending criminal cases of those who have had criminal episodes in the City. This agreement will allow both parties to more competently manage their criminal cases.

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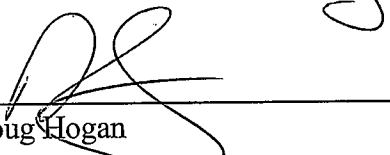
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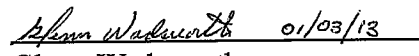
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IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

Dated 3rd of January, 2013.



Doug Hogan
Tooele County Attorney

 01/03/13

Glenn Wadsworth
City Administrator
City of Wendover