

# Shaw Pittman

A Law Partnership including Professional Corporation

72-22

## FAX COVER PAGE

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DATE: May 28, 1999

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TOTAL NUMBER OF PAGES, INCLUDING THIS COVER: 9

FROM: Jay E. Silberg

DIRECT DIAL: 202.663.8063

### COMMENTS:

The attached Tooele County resolution and minutes of the Tooele County Board of Commissioners meeting reflect the County's authorization of the Cooperative Law Enforcement Agreement between the County, the BIA and the Tribe.

*Jay*

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*8-02*

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PDR ADOCK 07200022  
C PDR

**RESOLUTION 98-13****A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE  
LAW ENFORCEMENT AGREEMENT (CLEA) BETWEEN TOOEELE  
COUNTY, THE BUREAU OF INDIAN AFFAIRS AND THE SKULL  
VALLEY BAND OF GOSHUTE INDIANS**

**WHEREAS**, the Board of County Commissioners (Board) of Tooele County, Utah (County) hereby determines that it is in the public interest and welfare of the residents of the County that the County engage in a cooperative agreement with the Bureau of Indian Affairs and the Skull Valley Band of Goshute Indians for law enforcement detention for the Skull Valley Reservation, and

**WHEREAS**, a Cooperative Agreement (Agreement) has been approved by and between the County and the Bureau of Indian Affairs and the Skull Valley Band of Goshute Indians; and

**WHEREAS**, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-10-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but shall authorize such contracts by resolution;

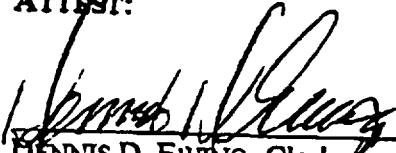
**NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE COUNTY COMMISSION** that the Agreement, as attached hereto, entitled "Cooperative Law Enforcement Agreement (CLEA) between Tooele County, the Bureau of Indian Affairs and the Skull Valley Band of Goshute Indians" is hereby accepted and approved. The Chair of the Board is authorized to execute and the County Clerk to attest and seal the Agreement for and in behalf of Tooele County. Any action taken by the county or Board on this Agreement previous to this resolution, including the execution thereof, is hereby ratified.

Res. 98-13

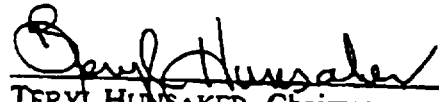
This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk

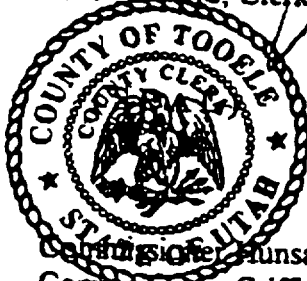
DATED this 2<sup>nd</sup> day of September, 1998.

ATTEST:

  
DENNIS D. EWING, Clerk


TOOELE COUNTY LEGISLATIVE BODY

  
TERYL HUNSAKER, Chairman



Commissioner Hunsaker voted Yes  
Commissioner Griffith voted Yes  
Commissioner McArthur voted Yes

APPROVED AS TO FORM:

  
DOUGLAS F. AHLSTROM  
Tooele County Attorney

TOOELE COUNTY CORPORATION  
CONTRACT # 98-08-21

**COOPERATIVE LAW ENFORCEMENT AGREEMENT (CLEA)  
BETWEEN TOOELE COUNTY, THE  
BUREAU OF INDIAN AFFAIRS  
AND THE SKULL VALLEY  
BAND OF GOSHUTE INDIANS**

**THIS AGREEMENT** made and executed the \_\_\_\_\_ day of \_\_\_\_\_, 1998, to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter "County"), the BUREAU OF INDIAN AFFAIRS, (hereinafter called the "Bureau"), and the SKULL VALLEY BAND OF GOSHUTE INDIANS, (hereinafter called the "Skull Valley Band").

**WITNESSETH:**

**WHEREAS**, the Skull Valley Band does not have all of the required resources and facilities to provide adequate law enforcement for the protection of the residents of the Skull Valley Reservation, Utah, and its resources; and

**WHEREAS**, the Bureau and the Skull Valley Band desire to utilize the Tooele County Sheriff's department to provide law enforcement and detention for the Skull Valley Reservation, Utah, pursuant to Title 25, Code of Federal Regulations, Part II; and

**WHEREAS**, the County is willing to provide the necessary services under certain terms and conditions.

**NOW, THEREFORE**, pursuant to Section 11-13-5, Utah Code Annotated 1953, and in consideration of mutual promises contained herein, and for other good and valuable consideration, the County, the Skull Valley Band and the Bureau, pursuant to its authority to provide for the maintenance of law enforcement services in Indian Country, hereby agree as follows:

1. The County will provide all necessary qualified personnel for law enforcement and detention services covered in this agreement. The County recognizes that many non-Indians work or travel through the Skull Valley Indian Reservation requiring law enforcement patrols.
2. The County is designated as the party to administer this agreement by and through the Tooele County Sheriff.
3. The County will provide all equipment, materials and facilities required for conducting the enforcement and detention services set forth in this agreement, and in the event of the termination of this agreement for any cause, all equipment, materials and facilities shall remain in the possession and ownership of the County.

4. The County will be responsible to investigate, charge and incarcerate persons charged with or alleged to be in violation of all offenses, whether enumerated under 18 U.S.C. or the Skull Valley Band of Goshute Indians Tribal Code, committed within the boundaries of the Skull Valley Indian Reservation, Utah, as established by Executive Order 1465, dated January 17, 1912; Executive Order 2699, dated September 7, 1917; and Executive Order 2809 dated February 15, 1918, and such other lands without such Reservation boundaries as may hereafter be added thereto under any law of the United States, except as otherwise provided by law.

5. The County will provide a minimum of three (3) regular patrols per week on the highway passing through the Skull Valley Indian Reservation and into the Village on the Reservation as part of regular patrols. The County will also include areas of patrol as requested by the Skull Valley Tribal Government.

6. The County will immediately notify the Criminal Investigator of the Uintah and Ouray Agency, Fort Duchesne, Utah, and the Federal Bureau of Investigations of all Federal offenses that occur within the boundaries of the Skull Valley Indian Reservation as set forth in paragraph 4 above. The County shall assist Federal law enforcement officials in the investigation of Federal offenses.

7. The County will provide the following reports and records to assist the Bureau and Skull Valley Band in preparing of the Bureau's quarterly and annual statistical report:

a. full investigation reports of all misdemeanors and felonies occurring on the Reservation involving Indians;

b. a booking log of all arrests made on the Reservation indicating (1) date of birth, (2) age, (3) charges, and (4) disposition for each Indian offender, and

c. a report on each incident responded to by the County on the Reservation.

8. The County shall be notified by telephone on all law enforcement matters, including emergencies.

9. The Bureau will pay five thousand six hundred dollars (\$5,600) for the County's services to be rendered April 1, 1998, through March 31, 1999. Should this agreement extend to additional years, the Bureau shall pay in April of each year the base sum of five thousand six hundred dollars (\$5,600), plus an amount equal to any percentage increase over the previous year in the Wasatch Front Cost of Living Index as published by First Security Bank, but not to exceed five percent (5%) in any given year. The Bureau will also pay the County thirty-five dollars (\$35.00) per day, or any portion thereof, per person for the incarceration of persons at the County detention facility pursuant to this agreement. The Bureau will also pay such prisoner's medical costs. The County shall bill the Bureau for such costs with an itemized invoice listing of the prisoners and days they spend at the County detention facility, and any medical costs incurred.

10. The Bureau agrees to commission the Tooele County Sheriff and designated deputy sheriffs as Bureau of Indian Affairs Federal Law Enforcement Officers for the purpose of providing the services contained herein. The Skull Valley Band and the County agree to allow the County to call onto the Reservation such backup personnel from other law enforcement agencies as is necessary to carry out the terms of this agreement.

11. The Bureau and/or Tribal Attorney will provide technical assistance to the County in matters dealing with Tribal Government, Reservation jurisdiction, Federal jurisdiction and related matters.

12. The County, the Bureau and the Skull Valley Band will review this agreement annually on or before April 1st of each year for purposes of evaluating the services and effectiveness of the agreement.

13. Any party to this agreement may cancel or terminate this agreement upon thirty (30) days written notice to the other parties.

14. The term of this agreement shall be for one (1) year commencing April 1, 1998. It shall renew automatically thereafter for one year increments until such time as it is terminated pursuant to paragraph 13.

15. The County recognizes that the Skull Valley Indian Reservation is a separate sovereign political entity independent of the State of Utah.

16. This contract is contingent upon the appropriation of funds by Congress.


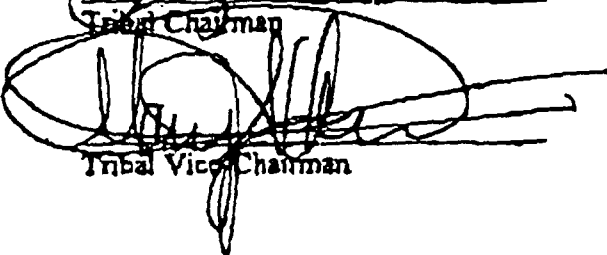
**BUREAU OF INDIAN AFFAIRS:**

  
\_\_\_\_\_  
Superintendent

**COUNTY OF TOOELE, UTAH**

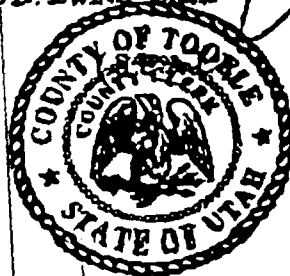
  
\_\_\_\_\_  
TERYL HUNSICKER, Chairman  
Tooele County Commission

**SKULL VALLEY BAND OF  
GOSHUTE INDIANS**


  
\_\_\_\_\_  
Tribal Chairman  
  
\_\_\_\_\_  
Tribal Vice Chairman

**ATTEST:**

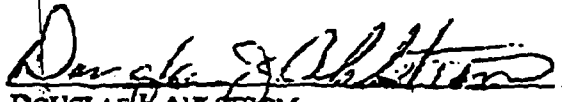
  
\_\_\_\_\_  
DENNIS D. EWING, Clerk



APPROVED AS TO FORM:

  
DANNY QUINTANA  
Tribal Attorney

APPROVED AS TO FORM:

  
DOUGLAS A. STROM  
Tooele County Attorney

Approved as to form this 7<sup>th</sup> day of August 1998.

  
FRANK SCHARMANN  
Tooele County Sheriff

## MINUTES OF THE REGULAR MEETING OF THE TOOELE COUNTY BOARD OF COMMISSIONERS HELD SEPTEMBER 1, 1998

The Chairman of the Board of County Commissioners called the meeting to order at 3:01 p.m. The Clerk called the roll which showed Commissioners Teryl Hunsaker, Chairman; Gary Griffith and Lois McArthur present. The time, place and agenda of the meeting had been provided to the Transcript Bulletin and to each member of the governing body by delivering copies of the notice and agenda at least two days before to each of them.

Also present were Douglas Ahlstrom, Attorney and Marilyn Gillette, Deputy Clerk. Dennis Ewing, Clerk was excused.

1. **MINUTES.** Commissioner McArthur moved to approve the minutes of the Commission meeting held August 25, 1998 and the public hearing held August 24, 1998 as presented. Commissioner Griffith seconded the motion. All concurred.
2. **CHECK PRESENTED BY CHAMBER.** Jack Howard and Sherrie \_\_\_\_\_, Chamber of Commerce, presented a grant the Chamber received to assist in moving the Barrick Museum to the Deseret Peak Complex, for \$13,000.
3. **JOYCE TATE PRESENTATION.** Commissioner McArthur presented Joyce Tate with a retirement gift and expressed the County's thanks for all of the work and dedication Joyce has given the county in her years of service. Chairman Hunsaker said it is going to be hard to replace Joyce.
4. **TAX ADJUSTMENTS.** Commissioner Griffith moved to approve the following tax adjustments: A) Norman J. & Aaron J. Bate, JT, Serial #10-045-0-0059, residential exemption has not been applied since 1993 resulting in over-charge of taxes. Computer error now corrected, relief amount \$561.67; B) Robert Ulmer, Serial # #09-000-0-0089, Deleted from State Assessment for 1990, this was also being assessed by the county. Remove 1992 thru 1994 delinquencies plus penalties and interest. Relief amount, 1992 - \$8.78, 1993 - \$8.64, 1994 - \$8.12; C) Grantsville City Corp., Serial #11-098-0-0026. Waive penalty and interest. The tax bill was sent to Grantsville city and not forwarded to Mr. Didericksen. He is requesting that penalty and interest be waived; D) Phyllis Didericksen, Serial #11-098-0-0020, Lot 20, the Courtyard subdivision Ph 3, a subdivision of Grantsville City 0.30 acres; relief amount \$237.06. Commissioner McArthur seconded the motion. All concurred.
5. **INVOICES.** Commissioner Griffith moved to approve the warrants issued on August 28, 1998 in the amount of \$3,392,796.96 - #984941 thru #985162. Commissioner McArthur seconded the motion. All concurred.
6. **DESERET PEAK COMPLEX.** Mark McKendrick, Parks & Recreation, presented a bid for a double wide trailer to be put next to the Barrick Mine Museum from GE Capital for \$51,986.00. Commissioner McArthur moved to approve the purchase of a double wide module for \$51,986.00. Commissioner Griffith seconded the motion. All concurred.
7. **SIDEWALK BID PROPOSAL AROUND ROAD SHOP.** Rod Thompson, Roads/Shops, presented two bids he received for putting sidewalks from the corner of 9th South along Coleman to the bus garage. Other bids were solicited, but none were received. Commissioner Griffith moved to approve the award of the sidewalk bid to Oquirrh Concrete Construction for \$5,5059.25.
8. **BID FOR GRADER BLADES FOR ROADS/SHOPS.** Rod Thompson, Roads/Shops, presented bids from three companies for snow plow blades for this winter. Commissioner Griffith moved to approve the purchase of grader blades from Komatsu



Equipment Co. for approximately \$10,000. Commissioner McArthur seconded the motion. All concurred.

9. **RESOLUTION 98-13 - APPROVING AND AUTHORIZING THE COOPERATIVE LAW ENFORCEMENT AGREEMENT (CLEA) BETWEEN TOOELE COUNTY, THE BUREAU OF INDIAN AFFAIRS AND THE SKULL VALLEY BAND OF GOSHUTE INDIANS.** Attorney Ahlstrom explained that the contract is already in place, but needs to be approved by resolution. Commissioner McArthur moved to approve Resolution 98-13 - Approving and Authorizing the Cooperative Law Enforcement Agreement (CLEA) Between Tooele County, the Bureau of Indian Affairs and the Skull Valley Band of Goshute Indians. Commissioner Griffith seconded the motion. All concurred.
10. **RESOLUTION 98-14 - APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY AND WEST WENDOVER, NEVADA FOR CLOSED LANDFILL MAINTENANCE.** Attorney Ahlstrom discussed this with the Commission. Commissioner McArthur moved to approve Resolution 98-14 - Approving and Authorizing the Execution of an Interlocal Agreement Between Tooele County and West Wendover, Nevada for Closed Landfill Maintenance. Commissioner Griffith seconded the motion. All concurred.
11. **RESOLUTION 98-15 - APPROVING AND AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY - WENDOVER CITY TRANSFER OF WENDOVER AIRPORT.** Attorney Ahlstrom discussed this with the Commissioner. Commissioner Griffith moved to approve Resolution 98-15 - Approving and Authorizing - Interlocal Agreement between Tooele County - Wendover City Transfer of Wendover Airport. Commissioner McArthur seconded the motion. All concurred.
- Mr. Jenkins, Wendover, Utah, discussed some concerns he has with Wendover, Utah and Wendover, Nevada and asked the Commission to look into his concerns. They included a sewer line that runs from Utah into Nevada, from which Nevada waters its ground but Utah is still a desert; an allegation that an inspection made of the airport construction was done by an unlicensed individual; fraud by the Wendover City Council; and too inexpensive housing run by the casinos which make it impossible for him to compete. Commissioner Hunsaker explained to Mr. Jenkins that Tooele County has no authority over Wendover, Utah nor Wendover, Nevada. The inspection at the airport, which would be the county's only concern, was most likely done under a licensed engineer's approval. Unless some proof or documentation is provided, there is nothing the county can do.
12. **CONTRACT REVIEW.** A) Contract #90-10-06 - Tooele County Property Use Agreement-TC/Babe Ruth Baseball; B) Contract #95-09-15 - Tooele City Fire Department, TC Sheriff, TCEM - Use of Siren System; C) Contract #96-09-01 - Challenge Cost-Share Agreement/Wasatch-Cache National Forest, USDA-Forest Service D) Contract #91-11-01 -Lease Agreement-Grantsville Senior Citizens will all be reviewed again next year.
13. **ZIONS DEPOSITORY AGREEMENT.** Attorney Ahlstrom presented this to the Commission. The agreement will put contract money into an escrow account while the airport construction is being completed. Commissioner Griffith moved to approve the Depository Agreement between Zions First National Bank and Tooele County. Commissioner McArthur seconded the motion. All concurred.
14. **ADJOURN.** Commissioner McArthur moved to adjourn the meeting. Commissioner Griffith seconded the motion. All concurred.

APPROVED SEPTEMBER 8, 1998

BY 