

**Cooperative Agreement by Public Agencies
to Create a New Entity, to Consolidate Law Enforcement Service,
and Provide Rules of Governance**

THIS COOPERATIVE AGREEMENT BY PUBLIC AGENCIES TO CREATE A NEW ENTITY, TO CONSOLIDATE LAW ENFORCEMENT SERVICE, AND PROVIDE RULES OF GOVERNANCE (this “*Agreement*”) is entered into effective _____, 2009, by and among **SALT LAKE COUNTY**, a body corporate and politic (the “*County*”), **CITY OF HOLLADAY**, a municipal corporation and political subdivision of the State of Utah (“*Holladay*”), **RIVERTON CITY**, a municipal corporation and political subdivision of the State of Utah (“*Riverton*”), **CITY OF BLUFFDALE**, a municipal corporation and political subdivision of the State of Utah (“*Bluffdale*”), and **HERRIMAN**, a municipal corporation and political subdivision of the State of Utah (“*Herriman*”). In this Agreement, Bluffdale, Holladay, Riverton, and Herriman, are collectively referred to as the “*Cities*” or individually as the “*City*,” and the County, Bluffdale, Holladay, Riverton, and Herriman, are collectively referred to as the “*Members*.” The “*Members*” also shall include each and every other body corporate and politic that hereafter (a) becomes one of the Members by operation of law; or (b) is admitted as an additional Member as described in section 21 below.

RECITALS:

A. All of the initial Members currently provide or obtain law enforcement services within their territorial jurisdiction and boundaries from the County via the Salt Lake County Sheriff's Department (the “*Department*”).

B. The Members desire to make long range plans for the continuation of law enforcement services.

C. Incorporations, annexations and legislative changes to applicable statutes make it difficult to establish efficient long range plans to continue effective law enforcement services.

D. Consequently, the Members desire to create a political subdivision to establish boundaries, to consolidate assets and personnel, and to establish rules of governance, thereby facilitating efficient long range planning to continue effective law enforcement services.

E. The Members intend to consolidate their assets to create a police department to provide efficient and continuous services with an equitable funding system. Consequently, the Members enter into this Agreement to further that intent.

F. UTAH CODE ANN. § 11-13-101 *et seq.* (“*Interlocal Cooperation Act*”) provides, among other things, that any two or more public agencies of Utah may agree to create a political subdivision to accomplish the purpose of their joint or cooperative action, and that such separate political subdivision is a political subdivision of the State of Utah.

G. The Members are “public agencies” and “instrumentalities” of the State of Utah for purposes of UTAH CODE ANN. § 11-13-203 and desire to create a political subdivision to consolidate law enforcement services for the Members.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the Members, the receipt and sufficiency of which is hereby acknowledged, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Members hereby agree as follows:

1. **Formation of Legal Entity.** Pursuant to the authority granted by UTAH CODE ANN. § 11-13-203, the Members hereby create a political subdivision of the State of Utah to consolidate law enforcement services to the Members.
2. **Name.** The new legal entity created hereby shall be known as the Unified Police Department ("UPD").
3. **Summary of Scope of Services to be Provided.**

Upon the Operational Effective Date (as defined below in section 4), Members shall consolidate, pursuant to the terms and conditions of this Agreement, their assets and personnel into the UPD, and the UPD shall continuously and without interruption furnish law enforcement services as needed within (a) the territorial jurisdiction and boundaries of the Cities, as such jurisdiction and boundaries may be adjusted pursuant to section 21(b) below from time to time; and (b) the territorial jurisdiction and boundaries of the County as such jurisdiction and boundaries may be adjusted pursuant to section 21(b) below from time to time (collectively, the “*Coverage Area*”). Unless the level and type of law enforcement services for each individual Member is enhanced pursuant to section 19 below, the minimum level of law enforcement service provided hereunder shall be the current level of service for that Member as of the Operational Effective Date (defined in Section 4 below). Alternatively, Members may select and fund the desired level of service which level of service shall be substantially equivalent to that coverage provided by a ratio of one (1) officer per thousand people of population as determined by the most recent population estimate provided by the Governor’s Office of Planning and Budget. For purposes of determining the meaning of "one officer per thousand people of population," all sworn personnel shall be included in the calculation unless otherwise determined by the Board. The Members acknowledge that not all individual Members are currently able to fund the desired level of service. The consolidated law enforcement services provided to the Members by the UPD shall be referred to herein as “*Baseline Services*“. It is the intent of the Members that the Baseline Services from time to time available throughout the Coverage Area shall be equivalent, except where enhanced pursuant to Section 19, below. Notwithstanding anything to the contrary contained herein, each Member shall pay its share of the cost as defined in section 23 below, to achieve and/or maintain the *Baseline Service* level. The Board may reduce the level of service to a Member upon written request from such Member and the affirmative vote of a simple majority of all Members. The Board may also determine future minimum levels of service and the timetable for implementation for those service levels.

4. **Operational Effective Date.** The Operational Effective Date shall be the date set by the UPD Board for live operation of the UPD. The UPD shall be operational no later than July 1, 2010, or sooner as determined by the Board.

5. **Detailed Description of Baseline Services.** The UPD shall provide the following Baseline Services within the Coverage Area:

a. *Precinct/Basic Services:* Personnel, supplies, and equipment assigned to specific precincts or geographical areas as necessary to provide law enforcement services to the citizens within the Coverage Area as determined by the Board to include, but not limited to, patrol officers to respond to emergency and nonemergency calls for service, traffic enforcement, community oriented policing officers, and property crime detectives.

b. *Shared Services:* Services provided by the UPD, either directly or by contract, and shared among the Members are as follows:

1) *Administrative Services.* Personnel, supplies, and equipment necessary to administratively support a law enforcement service agency and administer grants and monies as determined by the Board to include, but not limited to, command staff, human resources, financial services, media services, and dispatch/records.

2) *Crime Prevention Services.* Personnel, supplies, and equipment to support a crime prevention unit as determined by the Board to include, but not limited to, community oriented policing support, assisting businesses within the Coverage Area with crime prevention strategies and techniques, coordinating neighborhood watch organizations, crime analysis, and public education through presentations to community organizations.

3) *Investigative Services.* Personnel, supplies, and equipment to support specialized investigative units as determined by the Board to include, but not limited to, violent crimes unit (robbery, homicide, adult sex crimes), family crimes unit (domestic violence, juvenile sex crimes), warrants and fugitives unit, and crime lab services.

4) *Training Services.* Personnel, supplies, and equipment to support a training unit as determined by the Board to include, but not limited to, range and weapon certification, annual certification training, recruit training, and supervisory training.

5) *Logistics Services.* Personnel, supplies, and equipment to support a logistics unit as determined by the Board to include, but not limited to, property and evidence storage and security, communications, and fleet services.

6) *Special Operation Services.* Personnel, supplies, and equipment to support a special operations division as determined by the Board to include, but not limited to, special weapons and tactics team (S.W.A.T.), canine unit, search and rescue team, and crossing guards.

c. Debt Service. Timely pay all obligations which follow personal property assets, or capital assets, including both bond and revolving loan fund payments as identified on Exhibit "___."

d. County-wide Police Services. Personnel, supplies, and equipment to provide County-wide Services as defined below subject to funding by the County and as more partially described from time to time in an Interlocal Cooperative Agreement between the County and UPD. The County (not the Members) shall budget monies from its County-wide fund to provide County-wide Services. Funding for such County-wide Services shall be separate from fees and other funding agreements provided for in this Agreement. At the direction of the Board, the UPD shall prepare a budget request for the County in such form and follow such timelines and procedures as regularly established by the County with respect to County-wide Services to be provided by the UPD pursuant to this subsection. County-wide Services shall be integrated into the command structure and organization of the UPD and include, but not be limited to, the following:

1) Emergency Operation Center and Emergency Planning. At the request of the Unified Fire Authority, assist in providing emergency services and assistance including grant administration, preparing, drafting, and reviewing emergency operations plans for County-wide emergency services in accordance with requirements of federal and state statutes and, and for use by other government agencies in times of disaster or other emergencies, and providing local emergency planning committee services.

2) Correctional Services. Provide personnel, supplies, and equipment to maintain units responsible for the monitoring of county prisoners outside of secure confinement such as (i) the transportation of prisoners to and from the jail to ensure appearance in court and other obligations in accordance with state and federal statute; (ii) administering the ankle-monitoring program; and (iii) administering any other alternative incarceration programs under the authority of the County Sheriff.

3) Multijurisdictional Investigative Task Forces. Provide personnel and equipment as a part of interdepartmental task forces responsible for specific types of criminal investigation (i.e. Drug Enforcement Administration Metro Narcotics Task Force and Federal Bureau of Investigation Joint Terrorism Task Force).

4) Civil Process. Provide service of civil process as statutorily required and for a fee to private parties.

5) Homeland Security. Provide intelligence gathering and enforcement of applicable laws related to domestic terrorism and threats to the security of citizens of the County.

6) Canyon Patrol. Provide personnel and equipment to patrol the canyons surrounding Salt Lake County that have been designated as recreational areas pursuant to UTAH CODE ANN. § 17-34-1(5) and provide support during search and rescue operations.

7) *Search and Rescue*. Provide personnel, training, and support of a search and rescue team to be used throughout the County for search and rescue operations.

8) *County-wide Investigative Services*. Provide investigative services to other agencies when requested and participate in multijurisdictional organizations related to specific types of criminal activity.

6. **Governance.**

a. **Governing Board** A governing board (“*Board*”) is hereby created to operate, and to have exclusive control and jurisdiction over the UPD. It is anticipated that the Board will be formed prior to July 1, 2009 and will begin meeting as soon as practicable after formation. The Board shall consist initially of the Mayor or a Council Member of each respective City, the County Mayor, and two members from the County Council. A person appointed to serve on the Board shall serve a term consistent with the term of the appointee’s elective office. In the event a City annexes to a service area (“*Service Area*”) created by the County pursuant to UTAH CODE ANN. § 17B-2a-910, *et seq.* to provide law enforcement services, the annexing City shall still be entitled to appoint a representative to the Board. In the event the population of the unincorporated County is reduced to less than 100,000, then the County shall be entitled to representation on the Board by the County Mayor and one member from the County Council. If, for any reason, a vacancy occurs on the Board, a replacement to serve out the unexpired term shall be appointed by the body that appointed such person. Unless otherwise specified herein, any action by the Board requires the affirmative vote of a true majority of the UPD Board of Directors attending a meeting that satisfies the requirements set forth in section 7(a) below. The Board shall adopt a written administrative code of policies and procedures for the governance of the operation of the UPD.

b. **Sheriff**. It shall be the duty of the elected Sheriff of the County to serve as the Chief Executive and Administrative Officer of the UPD and to manage the day to day operation of the UPD in accordance with the policies, directives, resolutions, and rules established by the Board. In the performance of these duties the Sheriff shall exercise and perform the executive and administrative duties and functions of the UPD and shall;

- 1) Perform all duties of the Sheriff as provided by applicable law, and as further established by this Agreement;
- 2) Execute the policies, directives, resolutions, and rules adopted by the Board;
- 3) Appoint one or more non-merit chief deputies and any other non-merit positions;
- 4) Report to the Board the conditions and needs of the UPD;

c. **Adoption of Policies, Directives, Resolutions and Rules**. The Board shall present to the Sheriff each policy, directive, resolution, and rule, adopted by the Board. The Sheriff may veto a policy, directive, resolution, or rule adopted by the Board except for those

adopting or amending the annual budget. If the Sheriff vetoes any such Board action, the Sheriff shall return the policy, directive, resolution, or rule to the Board with a statement explaining the Sheriff's objections. At its next meeting following a veto, the Board shall reconsider the vetoed action. A policy, directive, resolution, or rule passed by the Board takes effect upon the effective date set forth in the action if:

- 1) The Sheriff signs the policy, directive, resolution, or rule;
- 2) The Sheriff fails to sign the policy, directive, resolution, or rule within fifteen (15) days after the Board presents the action to the Sheriff; or
- 3) Following a veto, the Board reconsiders the policy, directive, resolution, or rule and passes it by a vote of at least two-thirds of all Board members.

d. Precinct Commanders. Precinct Commanders will be assigned by the Sheriff and all such assignments will be subject to approval by the Board and the affected Member. Transfers or reassignment of a Precinct Commander may be initiated at the request of the affected Member and such request will be submitted to the Sheriff. If the Sheriff and the affected Member do not agree regarding the transfer or reassignment, the request shall then be submitted to the Board for its review and making a final decision regarding the requested transfer.

e. Deputy Sheriff Merit System. The Salt Lake County Deputy Sheriff Merit Commission, established pursuant to UTAH CODE ANN. § 17-30-1, *et seq.*, shall serve as the "commission" for the UPD in accordance with the authority and provisions of said statute. Pursuant to UTAH CODE ANN. § 17-30-3, the Board shall appoint one (1) member to the merit system commission, and the other two (2) members shall be appointed by the County. The UPD shall comply with the provisions of UTAH CODE ANN. § 17-30-1, *et seq.* with regard to all those employees who are classified as peace officers under said statute, i.e. the Deputy Sheriff Merit System.

f. Civil Service Merit Commission. The non-sworn and civil employees of the UPD shall be employees of the UPD, pursuant to and subject to the provisions of UTAH CODE ANN. § 17-33-1, *et seq.*, and such other policies and procedures as may be adopted by the Board.

g. Disaster Declaration. A Member, on behalf of its jurisdiction, may make a declaration of an emergency or disaster strictly in accordance with local ordinances, state statute or federal law. If an emergency or disaster is declared by a Member, then the Sheriff shall assume the emergency law enforcement responsibilities within the area for which the emergency or disaster is proclaimed during the term of such emergency or disaster. In such event, the Sheriff shall report to and act under the immediate direction of the Mayor of the City or the County, for the pendency of the emergency or disaster for all purposes related to the emergency or disaster. If the County Mayor declares an emergency or disaster at the request of any municipality in the County, whether a Member or not, the Sheriff shall report to and act under the immediate direction of the County Mayor for the pendency of the emergency or disaster for all purposes

related to the emergency or disaster. This subsection does not limit or impede in any way any Member's ability to declare an emergency or disaster.

7. **Meetings and Board Rules.**

a. **Meetings.** All meetings of the Board shall comply with UTAH CODE ANN. § 52-4-101, *et seq.*, ("*The Utah Open and Public Meetings Act*").

b. **Rules.** The Board shall adopt rules, policies and procedures for the conduct of its meetings, the operation of the UPD, and all other purposes reasonably considered necessary for the functioning of the Board and the UPD.

8. **Property.** Pursuant to the Interlocal Cooperation Act, the Board shall be authorized to acquire and/or lease property for the purposes of the UPD, and, where authorized by law, shall be authorized to bond.

9. **Equipment; Facilities.**

a. **Conveyance of Equipment.** On the Operational Effective Date, pursuant to the authority granted in UTAH CODE ANN. § 11-13-211 and 214, the Members shall convey their respective law enforcement related equipment and supplies (the "Assets") to the UPD, and for those members belonging to the Service Area, those members will transfer their Assets to the Service Area to be used by and for the benefit of the UPD. The Service Area shall then convey the Assets to UPD on the terms and conditions authorized by the Board. Credits for the Assets conveyed may be authorized by the Board, in its discretion. The Members acknowledge that the transfer of Assets does not include equipment such as telephone and computer equipment which is not owned by the Member but is leased or provided to the Member pursuant to contracts with third parties. Lists detailing the Assets to be so conveyed by the Members are attached hereto as Exhibits “_” through “_.” Lists detailing the Assets will be updated and revised as of the Operational Effective Date.

b. **Emergency Operations Center, Sheriff's Evidence Building, and Sheriff's Office Building.** On the Operational Effective Date the County shall grant to the UPD a sublease in the emergency operations center ("*EOC*") located at 3380 South 900 West, Salt Lake City, UT 84119, as well as a sublease in the Sheriff's Office Building located at 3365 South 900 West, Salt Lake City, Utah 84119, and the Sheriff's Evidence Building located at 3365 South 900 West, Salt Lake City, Utah 84119. Such sublease shall be evidenced by a lease agreement that is similar to the sample lease attached as Exhibit “_” ("*Lease*") and reasonably acceptable to the respective parties. The lease rates for each facility are based on a calculated rate. The calculated rate is computed by multiplying the annual return of capital per facility by a fraction, the numerator of which is the square footage occupied by the UPD, and the denominator of which is the total square footage of the facility. The annual return of capital is calculated by adding the cost of land, the cost of the real property improvements on the land, less accumulated depreciation, and equally amortizing the resulting amount over a thirty-year period, commencing on the first day of the lease at an interest rate of 4.5%. Exhibit “_” illustrates the lease rates for a fictional facility.

c. Assignment of Leases. To the extent feasible, Members shall assign the leases for substations to the UPD on the Operational Effective Date, or make such other arrangements regarding said leases as agreed upon between the Members and the UPD.

d. Fund Balances. County currently possesses retained fund balances that have been generated by County and that are related to the provision of law enforcement services for the original members. County will provide an estimate of available reserves to the UPD and transfer the net reserves to the UPD within 15 days of execution of this Agreement by all Members. For purposes of this section “net reserves” shall mean the available reserves minus \$1,600,000 that shall be retained by County for any and all claims related to the provision of law enforcement services by county (the “litigation reserves”) on behalf of the original members and other municipalities that have contracted with the County for law enforcement services prior to the commencement of the provision of law enforcement services by the UPD. The UPD shall receive an annual accounting for such litigation reserves and upon payment or resolution of the last outstanding claim or the running of the period in which claims or litigation can be filed has expired, whichever is later, the County shall transfer the remaining balance, if any, of the litigation reserves to the UPD. Transfer of the net reserves to the UPD shall be in addition to the employment related reserves set out in Paragraph 10(a) below.

10. **Personnel.**

a. Employment. On the Operational Effective Date, all personnel, merit and non-merit providing law enforcement services to or for the County as specifically identified on attached Exhibit “___” (the “Employees”), shall be offered continuing employment by the UPD at their position, rank, and job description with the County as of the Operational Effective Date. Exhibit “___” will be updated as of the Operational Effective Date, and only those Employees listed on the updated Exhibit “___” will be offered continuing employment by the UPD. The Employees retain any and all benefits earned and accrued (pension, vacation, sick leave, seniority, or other benefits) by the Employees pursuant to employment with the County and applicable state law. All Employees shall serve under the terms and conditions of personnel rules, regulations, procedures, grievance and merit provisions described below. The County shall transfer to the UPD the ESR funds applicable to these Employees and existing as of the Operational Effective Date to pay or provide for, all pension, vacation and sick leave earned and accrued by the Employees up to the Operational Effective Date. Such sick leave and vacation shall be paid or provided for at the County’s standard practice for vacation and sick leave, as established in the County’s accumulated reserve. If the County withdraws from the UPD, any accumulated reserves unnecessary to fund the UPD’s obligation to provide for pension, vacation, sick leave, seniority or other benefits shall be refunded to the County. From the effective date of this Agreement through the Operational Effective Date, however, the County shall continue to operate substantially as at present and the County shall not materially increase the number or grade of the Employees, or the compensation or benefits payable to them, without the unanimous written consent of all of the Members of the Board, except for normal adjustments adopted pursuant to the County budget process.

b. Insurance. The UPD shall initially provide employee insurance benefits including health, disability, life and worker's compensation insurance policies providing benefits similar to those benefits available to County employees as of the Operational Effective Date.

c. Employee Retention. The UPD agrees to use its best efforts to retain all Employees as employees of the UPD. Provided, however, there is no requirement to retain any employee terminated for misconduct or other cause in accordance with applicable rules. The UPD agrees that if any deputy chief is not retained, they will be permitted to return to merit peace officer status at the last merit position the deputy chief held with the UPD or the County prior to being appointed to non-merit status. If another municipality or other entity becomes a member of the UPD, any peace officer or civilian law enforcement employees who become employees of the UPD shall be employed under similar terms and conditions as described herein.

11. **Employment Status.**

a. Official Status. The UPD shall have complete control and discretion over the Employees directly or indirectly providing services thereunder; and the Employees shall at all times be and remain employees of the UPD, subject to the provisions of UTAH CODE ANN. § 17-30-1, *et seq.*

b. Salary and Wages. The Members shall not have, jointly or severally, any obligation or liability for the payment of any salaries, wages, benefits or other compensation to any UPD employee.

c. Members' Benefits. The Employees shall be and remain the UPD employees, and shall have no right to any pension, merit, or other benefits whatsoever from the Members for any services provided to the UPD. County merit employees who transfer to the UPD shall be eligible for rehire into County employment if they so desire upon the same terms and conditions as are available under adopted County Personnel Policies and Procedures to separated County employees generally as of the date the employee requests to return to County employment.

12. **Personnel Policies and Procedures.** All Employees shall serve under the terms of the personnel rules, regulations, procedures, grievance, and merit provisions set forth in Exhibit “_.” Such rules may be changed by the Board from time to time and shall be reviewed at least annually, but with respect to Employees who are “sworn peace officers,” such rules must comply with the UTAH CODE ANN. § 17-30-1, *et seq.* Approval and adoption of personnel rules and other provisions shall be the responsibility and right of the Board, not the County legislative body. The Board shall also adopt personnel policies and procedures, pursuant to Utah Code § 17-33-1, *et seq.* for all civilian and non-sworn UPD employees.

13. **Services.**

a. *General Fund Services.* The Members understand and acknowledge that certain services are provided by the County on a County-wide basis and are paid for by the General Fund. This Agreement shall not impact the Members' rights to continue to receive from the County such General Fund services on the same basis as other municipalities and the unincorporated portion of the County. Such services include, but are not limited to, multijurisdictional task forces and investigative services, canyon patrol, civil process, correctional services, homeland security, and search and rescue.

b. *Support Services.* The following shall be provided by the County, the Cities and private contractors based on Board and/or staff recommendations and as approved by the Board, including but not limited to, attorney, auditing, environmental support, civil service executive director, personnel, payroll, purchasing, treasurer, risk management, information services, communication telephone services, fleet management, "POST" and firearms certification, and insurance. As said services are determined necessary, the Board may request them from the County, Cities, or private contractor which shall perform said services upon such terms and conditions as the Board deems necessary. The County and/or Cities agree to maintain separate, accurate and complete records of services performed by any of its agencies in providing such services and to make such records available upon request to the parties hereto or to the Board or to the staff. Providers of such services shall be reimbursed from user fees for the actual cost of such services actually performed.

14. **Multijurisdictional Agreements; Automatic Aid and Contractual Agreements.**

a. *Automatic Aid.* The Members are parties to various interlocal agreements and multijurisdictional or automatic aid agreements. The Members that are the parties to the multijurisdictional or automatic aid agreements promptly shall cause such agreements to be assumed and amended to include the UPD as a party to and beneficiary of such agreements and to provide therein that aid furnished by the UPD shall be deemed aid furnished by such Member and aid furnished to the Member shall be deemed aid received by the UPD. All other agreements and contracts with agencies that are not members shall be reviewed by the Board and amended as needed.

b. *Contract Entity/Partner Entity.* The UPD may enter into contractual agreements with other nonmember entities for selective law enforcement services such as canine, S.W.A.T., crime lab services, or other specific services. The Board will determine whether such entity will be classified as a "Contract Entity" or a "Partner Entity." Entities which are classified as a "Contract Entity" will not be represented on the Board or have voting rights. Entities which are classified as a "Partner Entity" will be represented on the Board and will have voting rights.

15. **Ordinances.** From time to time, the Members may adopt or amend their own ordinances as the Members deem necessary to implement, provide for and protect the public health, safety and welfare of its citizens. The UPD shall from time to time recommend amendments to the Members' respective ordinances so that such ordinances are consistent with modern law

enforcement standards and practices. Each Member shall cause its governing body to give due consideration to adoption of any such ordinances proposed by the UPD from time to time.

16. **Reports and Notice of Performance.** The UPD shall provide reports and notices as determined by the Board which shall include, but not be limited to:

a. *Monthly Reports.* On a monthly basis, the UPD shall provide the following reports to the respective Members:

(i) Cross-over Logs. This report is to account for an officer's time in and out of a particular precinct.

(ii) Report of crime statistics within a precinct based on the standardized NCIC reporting system.

(iii) Report of utilization of Pooled Services. This report shall include, but not limited to, contacts made with suspects, victims, and criminal cases filed.

(iv) Report of training received and discipline imposed for officers assigned to the precinct.

b. *Quarterly Reports.* On a calendar quarter basis, the UPD shall provide a report to the respective Members in such form, and containing such information, as may be reasonably determined by the Board from time to time. It is anticipated that each quarterly report will detail the total number of calls for services and/or reportable incidents within that Member's boundaries, the geographical location of each of the calls, the number of calls by time and day, and the response times.

c. *Annual Report.* On an annual calendar basis, the UPD shall provide an annual report and present such report to the respective Members at a regularly scheduled meeting. The annual report shall summarize the information from the quarterly reports, and demonstrate the performance level of the UPD over the previous year.

d. *Notice of Complaints and Exceptional Behavior.* On a current basis, the Members shall refer to the UPD all complaints regarding law enforcement services. The UPD shall promptly act to resolve such complaints in a professional, reasonable, responsive and equitable manner. On a quarterly basis, the UPD shall provide to the respective Members copies of any written complaint received regarding law enforcement services, a brief summary of any verbal complaint received regarding law enforcement services, and a summary of the disposition of such complaints. The UPD need not provide such information if the UPD reasonably deems such notice to be a violation of any merit provisions, privacy act or that such notice would jeopardize any investigation or safety of any person. The UPD further shall provide to the respective Members copies of any written documents demonstrating commendable behavior regarding law enforcement services and a brief summary of any verbal commendations regarding law enforcement services.

e. Additional Disclosure. From time to time, the UPD shall, upon request, provide to a Member, private, controlled or protected information under the Government Records Management Act (“GRAMA”). The Members agree to jointly develop and implement a policy.

17. Indemnification. The UPD and the Members are governmental entities under the “Utah Governmental Immunity Act” (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the “**Immunity Act.**”) Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The UPD and the Members do not waive any defenses otherwise available under the Immunity Act nor does any Member or the UPD waive any limits of liability currently provided by the Immunity Act. The UPD shall defend, indemnify, save and hold harmless the Members (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney’s fees and costs of suit) relating to or arising from the law enforcement services provided, or to be provided, by the UPD hereunder, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the Members, or their respective elected or appointed officers or employees. Similarly, each Member shall defend, indemnify, save and hold harmless the other Members and the UPD (including their respective elected and appointed officers and employees) from and against any and all demands, liability, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney’s fees and costs of suit) relating to or arising from the actions or failure to act of a Member, except to the extent where such demands, claims, actions or proceedings may result from the negligence or misconduct of one or more other Members or by the UPD, or their respective elected or appointed officers or employees. Finally, each Member shall defend, indemnify, save and hold harmless the UPD or the Members (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney’s fees and costs of suit) relating to or arising from actions of that Member’s elected and appointed officers or employees; the UPD’s enforcement of any ordinances of that Member that is alleged to be unconstitutional; or improper disclosure by that Member of private, controlled, or protected information under the provisions of GRAMA. The UPD is considered a governmental entity for purposes of the Act, including the defense and indemnification of employees, volunteers and Members of the Board.

18. Term. This Agreement is effective upon execution and unless sooner terminated as provided herein shall terminate fifty years (50) from the date of execution.

19. Enhanced Service. A Member may enhance the level of law enforcement services provided by the UPD to that Member if the Member provides at least 90 days’ prior written request to the UPD of the requested enhancement and the Board approves such enhancement together with a modified fee due from such Member. The UPD agrees to use its best efforts to provide any requested enhanced law enforcement services. The modified fee for such enhancement shall accrue as of the date the enhanced service becomes effective and shall be due and payable as provided in section 24 hereof.

20. **Withdrawal.** Members may withdraw from the UPD based upon the following terms and conditions:

a. *Initial Members.* If an Initial Member [meaning any Member who is a signator to this interlocal agreement creating the UPD] desires to withdraw from participation as a Member of the UPD, such withdrawing Member will be allowed to withdraw only on or after July 1, 2012 and upon at least one full year's advance written notice given on or after July 1, 2011, to the UPD and the Members (excluding the Member giving such notice) of its intent to withdraw. Thereafter, any Initial Member desiring to withdraw from the UPD must provide at least one full year's advance written notice prior to the effective date of that Member's withdrawal from the UPD.

b. *Additional Members.* If any Additional Member who became a Member by operation of law or is admitted as an Additional Member as described in section 21 below, desires to withdraw from participation with the UPD, such Member will be allowed to withdraw only after July 1, 2012 and upon at least one full year's advance written notice given to the UPD and the Members (excluding the Member giving such notice) of its intent to withdraw.

c. *Effect of Withdrawal.* After withdrawal is effective, the withdrawing Member, whether an Initial or Additional Member, that Member shall no longer have any representation on the Board.

d. *Vesting for Purposes of Withdrawal.* Vesting in the assets and liabilities of the UPD by Members for that Member's proportionate interest in the assets and liabilities of the UPD, if that Member withdraws from the UPD, shall be as follows:

(i) *Prior to Five Years of Membership.* No Member shall have any vested interest in the UPD for purposes of distribution of assets and liabilities until that Member has been a member of the UPD for a minimum of five full years. If a Member withdraws prior to being a member of the UPD for five full years, that Member shall have no interest or claim whatsoever in any assets or liabilities of the UPD.

(ii) *After Five Years of Membership.* Upon five full years of members in the UPD, a Member shall have a fully vested interest in the assets and liabilities of the UPD. If a Member withdraws from the UPD after five full years of membership, that Member will be entitled to its proportionate share of the assets and liabilities of the UPD. Within one year after the Effective Operational Date of the UPD, the Board shall establish a formula for the allocation of assets and liabilities that shall be used for the allocation of UPD assets and liabilities upon the withdrawal of any fully vested member from the UPD.

e. The provisions in this Section 20 governing withdrawal and the distribution of assets and liabilities are to be interpreted and applied separate and apart from the provisions for Dissolution under Section 29 of this Agreement.

21. **Admission of Additional Members; Changes in Coverage Area.** The Members anticipate that during the term of this Agreement both the number of Members and the Coverage Area of the UPD may be affected by the following matters:

a. **Members.** The number of Members may increase due to the admission into the UPD of one or more existing municipalities and/or newly incorporated municipalities. Additional Members may be admitted upon the Board's majority vote, and on terms and conditions acceptable to the Members, following its receipt of a written request for inclusion of such existing or newly incorporated municipality. Additional Members may become Members of the UPD only on similar terms and conditions as original Members. Promptly upon admission, all of the then Members (including such new Member) shall mutually execute and deliver an amendment to this Agreement adding such new Member as one of the parties to this Agreement. Any failure to execute and deliver such an amendment to this Agreement shall not, however, operate (or be construed) to exclude or excuse any such new Member from any of the Members' rights and obligations under this Agreement.

b. **Coverage Area.** The Coverage Area may increase due to admission of additional Members as described above. The Members further acknowledge, however, that the Coverage Area also may be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions (collectively, "*Adjustment*"). If the aggregate increase or decrease of the territorial jurisdiction and boundaries of a Member (the territorial jurisdiction and boundaries of a Member as of the date of this Agreement are referred to herein as "*Member's Original Area*") during the 12 months previous to any Adjustment is less than 10% of the Member's Original Area then from and after the effective date of the Adjustment, the Coverage Area will be so modified, if needed, to include the Adjustment, provided, however, that the Adjustment does not change the level of service of one (1) officer per thousand population. If the aggregate increase or decrease of the territorial jurisdiction and boundaries of a Member during the 12 months previous to any Adjustment is 10% or more of the Member's Original Area, or the Adjustment increases the level of service as noted above, then after the effective date of the Adjustment the Coverage Area will not be so modified, if needed, except on the affirmative vote of a majority of the Board.

22. **Nonfunding.** The Members acknowledge that funds are not presently available for performance of this Agreement beyond the close of their respective fiscal years. Each Member's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for payments due under this Agreement. If no funds or insufficient funds are budgeted and appropriated in any fiscal year, or if there is a reduction in appropriations of the Member resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation as to such fiscal year, but instead shall terminate and become null and void for that Member on the first day of the fiscal year for which funds were not budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Such nonfunding shall not be construed as a breach of or default under this Agreement shall be without penalty, additional payments, or other charges of any kind whatsoever to the Member, and no right of action for damages or other relief shall accrue to the benefit of the UPD or its successors or

assigns as to this Agreement, or any portion thereof, which may so terminate and become null and void.

23. **Fees for Services.** Annually, each of the Members shall pay a fee (the "Fee") to the UPD for services provided to such Member. The Fee for such services shall be based on a formula which, to the extent possible, equitably allocates the cost of the Baseline Services to each of the Members, as determined and established by the Board. The additional fee for any enhanced services provided within a budget year shall be the cost to provide such enhanced services. Each Member's Fee as of the Operational Effective Date (if it occurs prior to December 31, 2009) through December 31, 2009, and proposed for the period of January 1, 2010, through June 30, 2010, is specified on attached Exhibit "___." If the Coverage Area within a Member's boundaries increases or decreases, then from and after the effective date of such increase or decrease such Member's Fee shall be correspondingly increased or decreased based on the formula adopted by the Board. The County shall budget funds from its County-wide fund to provide County-wide services under subsection 5(d) above provided by the UPD. Funding for such County-wide services shall be in addition to the Fee. If the Board or the Utah State Legislature determines that any service identified as County-wide Services in subsection 5(d) may no longer be funded from the County general fund, then the cost of such services shall be allocated as directed by the Utah State Legislature or in default thereof as determined by the Board.

24. **Remittance.** Quarterly, each Member shall remit 25% (or such other percentage or frequency as the Members shall agree) of its respective Fee to the UPD at the following address (or at such other address as the Board may from time to time specify):

Unified Police Department
3365 South 900 West
Salt Lake City, UT 84119

The payment shall be paid, in advance, on the first day of the quarter. The payment due for the quarter ending March 31 of a given year shall be due and payable on January 1 of the same year. The payment due for the quarter ending June 30 of a given year shall be due and payable on April 1 of the same year. The payment due for the quarter ending September 30 of a given year shall be due and payable on July 1 of the same year. The payment due for the quarter ending December 31 of a given year shall be due and payable on September 1 of the same year. If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other conditions have made the UPD's above billing address inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to the UPD when due, the UPD shall be entitled to recover interest thereon at the rate of interest specified in UTAH CODE ANN. § 15-1-1 or its successor, commencing on the date the remittance is due and payable.

25. **Failure to Pay Fee.** Notwithstanding anything in this Agreement to the contrary, if any Member fails to pay its Fee within thirty days after written notice from the UPD or fails to appropriate and budget its Fee (under the nonfunding provisions contained in section 21 above, or otherwise), for whatever reason, then, at the Board's option and upon written notice to such

Member, the defaulting or nonfunding Member shall immediately be deemed to have withdrawn from the UPD and shall not receive service from the UPD.

26. **Financial.** Except for UTAH CODE ANN. §§ 10-6-133 and 10-6-134, the UPD shall comply with the accounting, reporting, budgeting, and auditing requirements of a city of the third class as set forth in UTAH CODE ANN. § 10-6-101, *et seq.* The functions of budget officer, city recorder, city treasurer or any other defined function with respect to the UPD shall be determined by rule adopted by the Board pursuant to section 6(a) above.

27. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Members as set forth below:

Salt Lake County: County Mayor
2001 South State, N-2100
Salt Lake City, UT 84190

with a copy to: District Attorney
2001 South State, S-3500
Salt Lake City, UT 84190

Unified Police Dept: County Sheriff
3365 South 900 West
Salt Lake City, UT 84119

with a copy to:

Holladay: Mayor
CITY OF HOLLADAY
4580 South 2300 East
Holladay, UT 84117

with a copy to: City Administrator
c/o CITY OF HOLLADAY
4580 South 2300 East
Holladay, UT 84117

Riverton: Mayor
RIVERTON CITY
12830 South 1700 West
Riverton, UT 84065

with a copy to: City Manager
RIVERTON CITY
12830 South 1700 West
Riverton, UT 84065

Bluffdale: Mayor
CITY OF BLUFFDALE
14175 South Redwood Road
Bluffdale, UT 84065

with a copy to: City Manager
CITY OF BLUFFDALE
14175 South Redwood Road
Bluffdale, UT 84065

Herriman: Mayor
HERRIMAN
13011 South Pioneer Street
Herriman, UT 84096

28. **Claims and Disputes.** Claims, disputes, and other issues between the Members arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, the UPD shall carry on the services during any such litigation and the Members shall continue to make payments to the UPD in accordance with the terms of this Agreement.

29. **Dissolution.** The UPD may be dissolved and operations terminated upon the unanimous written consent of all the then Members. Upon dissolution, the Leases shall terminate, any Assets actually contributed by a Member shall be returned to such Member and any remaining assets (whether real property or personal property) of the UPD shall be distributed based on a fraction, the numerator of which is the aggregate amount of Fees paid by a Member and the denominator of which is the aggregate amount of Fees paid by all of the Members of the UPD. Any unpaid liabilities of the UPD shall be paid by the Members based on the same fraction. Such liability is a joint liability.

30. **Additional Provisions.** The following provisions also are integral to this Agreement:

a. *Assignment to County Service Areas.* Notwithstanding section 21, upon notice to the Members, a Member may assign its rights and delegate its duties under this Agreement to the Service Area. Even if the Member assigns/delegates under this section, the Member shall continue to be responsible for payment of its fee and performance of all obligations imposed on Member under this Agreement until annexation or creation is effective and such Member executes and delivers a formal assignment and delegation and complies with section 21(a) above. Such assignment and delegation shall not be considered a breach or default of this Agreement.

b. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

c. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

d. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

e. Integration. This Agreement constitutes the entire agreement between the Members pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

f. Time. Time is the essence hereof.

g. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

h. Waiver. No failure by any Member to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Member may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Member. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

i. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

j. 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.

k. Exhibits. All exhibits attached to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

l. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

m. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for each of the Members for approval in accordance with UTAH CODE ANN. §11-13-202.5.

n. Amendment. This Agreement may not be amended or modified in any respect without the written consent of two-thirds of the Board. Promptly upon such consent, all of the then Members shall mutually execute and deliver an amendment to this Agreement.

o. No Third Party Beneficiaries. This Agreement is entered into by the parties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by execution hereof.

IN WITNESS WHEREOF, each of the Cities, by resolution duly adopted by its city council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder, and the County, by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor or designee and attested by the County Clerk.

SALT LAKE COUNTY

By _____
PETER COROON, Mayor
Date signed: _____

By _____
JAMES WINDER, Sheriff

ATTEST:

CITY OF HOLLADAY

Stephanie Carlson, City Recorder
Date signed:_____

By:_____ **DENNIS R. WEBB**, Mayor
Date signed:_____

ATTEST:

RIVERTON CITY

Virginia Loader, City Recorder
Date signed:_____

By:_____ **WILLIAM APPEGARTH**, Mayor
Date signed:_____

ATTEST:

HERRIMAN

Kristi Peterson, City Recorder
Date signed:_____

By:_____ **J. LYNN CRANE**, Mayor
Date signed:_____

ATTEST:

CITY OF BLUFFDALE

Teddie Bell, City Recorder
Date signed:_____

By:_____ **CLAUDIA ANDERSON**, Mayor
Date signed:_____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5

**SALT LAKE DISTRICT ATTORNEY
LOHRA MILLER (for the County)**

By _____
Deputy District Attorney
Date Signed: _____

HOLLADAY CITY ATTORNEY

By: _____
H. CRAIG HALL, City Attorney
Date Signed: _____

RIVERTON CITY ATTORNEY

By: _____
RYAN B. CARTER, City Attorney
Date Signed: _____

HERRIMAN CITY ATTORNEY

By: _____
John N. Brems, City Attorney
Date Signed: _____

BLUFFDALE CITY ATTORNEY

By: _____
_____, Attorney
Date Signed: _____