

REVISED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN PUBLIC ENTITIES GOVERNING THE UNIFIED POLICE DEPARTMENT OF
GREATER SALT LAKE

This Revised and Restated Interlocal Cooperation Agreement (the “2024 Agreement”) is made and entered into as of the 1st day of July, 2024, to be effective when all of the conditions identified in Section 16 of this Agreement have been satisfied, by and among the CITY OF HOLLADAY (“Holladay”), MIDVALE CITY (“Midvale”), MILLCREEK (“Millcreek”) and the TOWN OF BRIGHTON, all municipal corporations and political subdivisions of the State of Utah; and, COPPERTON METRO TOWNSHIP (“Copperton”), EMIGRATION CANYON METRO TOWNSHIP (“Emigration”), KEARNS METRO TOWNSHIP (“Kearns”), MAGNA METRO TOWNSHIP (“Magna”), and WHITE CITY METRO TOWNSHIP (“White City”), all incorporated metro townships and political subdivisions of the State of Utah. All of the above may be referred to individually as a “Member” and collectively as the “Members.” The interlocal entity originally created and revised and restated in this Agreement by the Members is referred to as the UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE (the “UPD”).

RECITALS

A. Several of the Members as well as other entities no longer affiliated with the UPD, established the UPD via interlocal agreement effective January 1, 2010, which was also subsequently amended (“the Agreement”).

B. The original membership of the UPD has changed over the course of its history. The cities of BLUFFDALE, HERRIMAN, RIVERTON and TAYLORSVILLE have exited UPD. MIDVALE, MILLCREEK, the Town of BRIGHTON, COPPERTON METRO TOWNSHIP, EMIGRATION CANYON, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, and WHITE CITY METRO TOWNSHIP joined the UPD.

C. Throughout these changes and since its creation in 2010, the UPD has been a provider of law enforcement and related services to its member municipalities and unincorporated Salt Lake County.

D. H.B. 35 *Metro Township Modifications* has passed in the 2024 Utah Legislative Session and is awaiting an anticipated signature by the Governor, which, if signed, will convert Copperton, Emigration Canyon, Kearns, Magna, and White City from metro townships into municipalities.

E. In July of 2024, Salt Lake County will exit membership of the UPD and UPD will no longer be rendering service to Salt Lake County.

F. The Members to this 2024 Agreement desire that UPD continue to provide law enforcement and related services to the Members. The Members recognize that the depth of service provided by the UPD ensures that their communities are receiving consistent and high-quality service.

G. Because of the significant changes in the membership of the UPD, the upcoming departure of Salt Lake County, the potential conversion of metro townships to municipalities, numerous amendments to the 2010 Interlocal, as well as lessons learned since its creation in 2010, the Members agree that a revised and restated interlocal agreement is the best means of setting forth the terms and conditions of the continued existence and governance of the UPD. This 2024 Agreement is therefore intended to revise and replace, in its entirety, the 2010 Agreement establishing the UPD, including any amendments thereto.

H. Pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), the Members, all of which are “public agencies” for the

purposes of the Interlocal Cooperation Act, are authorized to enter into this 2024 Agreement, to maintain an interlocal entity for the law enforcement and related services to the Members.

I. The Members desire to enter into this 2024 Agreement to affirm the continuation of the UPD, refine the description of its membership, and revise the governance of and terms and conditions of service by the UPD.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Members and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. Interlocal Entity. Pursuant to the Interlocal Cooperation Act, the Members agree to the continued existence of the Unified Police Department of Greater Salt Lake as a separate political subdivision and body politic and corporate of the state of Utah, as established pursuant the 2010 Agreement, subject to the revised and restated terms and condition found in this 2024 Agreement.

2. Name. The legal entity will continue to be known as the Unified Police Department of Greater Salt Lake.

3. Summary of Scope of Services to be Provided by UPD. The scope and type of services provided to the Members by UPD will be determined through the regular adoption and maintenance of a strategic plan and UPD policies, adherence to standards of emergency response coverage, and the annual budget process as determined by the UPD's Board of Directors.

4. Service Delivery.

a. Generally. The UPD will deliver its services through precincts located in its Coverage Area and centralized shared services. The definitions of precinct and shared services

below are meant to be a general guideline subject to revisions by the UPD Board. Some services listed as precinct or shared services may be moved from one category to another as deemed appropriate by the UPD Board without the need to amend this Interlocal.

b. 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.

c. Shared Services: Services provided by the UPD, either directly or by contract, and shared among the Members, subject to annual funding and Board approval, include but are not limited the following:

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, legal services, insurance, outside counsel, expert services and consultant fees, risk management, media services, records management, production and GRAMA response.

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 and Multijurisdictional Task Forces. 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), Special Victims Unit (domestic violence, juvenile sex crimes), and participation in multi-jurisdictional task forces such as the Metro Gang Unit, Metro Narcotics Unit, Mental Health Unit, CAR Team, Public Order Unit, forensics and crime lab services and other task forces.

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. Fees for dispatch, including VECC or any successor agency, 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, and supervision of crossing guards.

5. Member Fee.

a. Fees and costs for services attributable to the Member Fee will be based upon the member's precinct services and its proportionate share of shared services, based upon a shared service formula adopted by the board. The member fee will also include any precinct specific

enhanced services. The budget will be transparently prepared and stated with reasonable specificity in each annual budget adopted by the UPD Board. The Board will adopt policies and/or resolutions that provide guidance for the development of the budget. Members will be provided with reasonable notice prior to any proposed change in the level of services or reallocation of UPD resources compared to the prior fiscal year. Each Member will be charged an individual Member Fee.

b. The Salt Lake Valley Law Enforcement Service Area (SLVLESA) and other special districts created hereafter to fund law enforcement services may pay the Member Fees for service area or district members. In the event that SLVLESA or any other special district does not pay for any portion of a Member Fee for one of its members, each Member is responsible for paying the balance of its Member Fee.

6. Fiscal Year and Budget Deadlines: The UPD shall operate on a fiscal year basis beginning July 1 and ending June 30 of the following year. The UPD administration will propose a preliminary budget increase maximum (PBIM) for the upcoming fiscal year and submit it to the UPD Board no later than the regularly scheduled March meeting. The PBIM shall be an aggregate of all UPD Shared Services budgetary expenditures, excluding any grant or other revenue-neutral, outside-funded expenditures. Expenditures that are unique to a precinct and funded only by one UPD Member may be excluded from the expenditures used to calculate the PBIM. All other budgetary deadlines will follow Utah law to approve a budget for the upcoming fiscal year.

7. Department and Member Fund Balances: Department Fund Balances are separate from Member Fund Balances and Department Fund Balances will be regulated by statute and UPD budget policies. The Unified Police Department of Greater Salt Lake recognizes the existing Member Fund Balances carried over from FY 2023-2024 for each Member Special Revenue Fund.

Member Fund Balance constitutes money budgeted, but not spent, in member funds during the previous fiscal year. Member Fund Balances can be carried over and used for UPD purposes by the Member or returned to the Member. The Member Fund Balance may be paid to a vested departing member in good standing after withdrawal. The Board shall have the authority to establish policies that recognize, define, limit, or eliminate these funds going forward but cannot eliminate the existing funds in the Member Precinct Funds.

8. PBIM Override. The PBIM shall be a budgetary guide for the development of the budget for the upcoming fiscal year. In the event the UPD Board considers the approval of the annual budget or a subsequent budget amendment that exceeds the PBIM for the fiscal year, the original budget or amendment shall only be approved upon a super majority 75% weighted vote. The weighted vote shall be calculated using the formula approved in Paragraphs 10(b)(2)-(5) to this 2024 Agreement.

9. Enhanced Services. A Member may individually propose an enhanced level of precinct specific service provided by the UPD. The Board of Directors must approve the enhancement, the cost, and start date of the new enhanced service. The additional fee for enhanced services will accrue as of the date such services begin and be due and payable as part of that Member's Member Fee as provided for in this 2024 Agreement or, in the case of a Member that is part of SLVLESA or other special district, a separate Enhanced Services Fee paid separately to UPD by the Member receiving such services.

10. Governance and Administration of UPD. The UPD will be governed by a Board of Directors comprised of representatives of the Members served by the UPD.

a. Board of Directors.

1) Each City, Town, and Metro Township to which the UPD provides services will receive a position on the Board of Directors (the “Board”).

2) Each Board Member must be an elected official of the Member, either a mayor or councilmember of the municipality’s governing body.

3) Board Members will serve indefinitely at the pleasure of the appointing entity. Any appointment or removal of a Board Member will be accompanied by a letter or resolution from the applicable Member notifying the UPD of such action.

4) Board meetings and all actions taken thereby will be in compliance with the Utah Open Meetings Act (Utah Code §52-4-101, et. seq.) or successor applicable open meetings law.

5) Matters related to the operation of the Board, such as meeting times, the conduct of meetings, chair and vice-chair appointments, and other rules of order and procedure will be established and adopted by the Board as policies and procedures.

6) Alternate Board Representative: Member may also designate in writing up to two alternate representatives, ranked in order, who also must be a mayor, city council member, chief executive officer, or senior level manager of the Member. The Member representative or alternate representative will attend, participate, and vote on matters coming before the Board of Trustees on behalf of the Member. Members may use an alternate no more than two times a fiscal year.

b. Voting.

1) For all matters related to the governance of the UPD, and once a quorum has been established, each Board Member will be entitled to one vote on the Board.

Matters, unless otherwise specifically stated herein, will be passed by a vote of a majority of the Board at a duly noticed meeting.

2) In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(1) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members representing separate Members may call for a "weighted vote," at which time, after an opportunity for discussion and deliberation by the Board, a vote will be taken on such issue based upon a weighted voting system with the weight of each Board Member's vote being determined as follows:

3) A "Member Fee Percentage" will be calculated by computing the percentage each Member is paying for the UPD's services in comparison to the total of all Member Fees

4) A "Population Percentage" will be calculated by comparing a Member's population to the total population of the communities served by the UPD, using the most recently available census data, as updated by the Kem C. Gardner Policy Institute or other agency subsequently designated by the State of Utah for population estimates.

5) Each Member's Member Fee Percentage and its Population Percentage will then be averaged (i.e., 50 percent allocation by Member Fee Percentage and 50% by Population Percentage) to create the final "Weighted Voting Percentage" for that Member.

6) When weighted voting is requested under this Section, approval of the budget or budget amendment will pass with an affirmative vote that meets or exceeds sixty percent (60%) of the total weighted vote of all Board Members rather than a majority of all the Board Members.

c. Executive Staff:

1) The Board will directly supervise, appoint, and be responsible for removing, if necessary, the Chief of Police/CEO of the UPD. The Board will negotiate, approve, and execute a written employment agreement with the Chief of Police/CEO setting forth the terms and conditions of employment.

2) The Chief Legal Officer (CLO) of the UPD will be supervised by the Chief of Police. The Chief Legal Officer has an independent duty to report to the Board. The Board will approve the selection and compensation of the CLO. The Board may remove the CLO either upon or without a recommendation from the Chief of Police.

3) The Chief Financial Officer (CFO) of the UPD will be supervised by the Chief of Police. The CFO has an independent duty to report to the Board. The Board will approve the selection and compensation of the CFO. The Board may remove the CFO upon or without a recommendation from the Chief of Police.

4) The Chief of Human Resources may be the Merit System Coordinator, as described in Exhibit A to this 2024 Agreement, will operate pursuant to policies established by the Board and will report to the Board on matters related to the UPD's Merit System.

5) The appointment, transfer, and removal of Precinct and Division Chiefs will be governed by policies established by the Board.

6) All other employees will be supervised by the Chief of Police pursuant to policies adopted by the UPD.

d. Policies. The Board will adopt a set of Board Policies that will broadly govern and set the expectations for the operation of UPD. These Board Policies will inform and direct a set of operational policies created and adopted by the Chief of Police/CEO in consultation with the CLO and Command Staff.

e. Facilities. The UPD, under the direction of the Board, may construct, lease, or purchase any necessary space for the purposes of providing services under this Agreement. The UPD Board will equitably apportion the costs to the Members similar to the apportionment of the Member Fee. If the benefit of such facility specifically inures to one or more Members to the exclusion of others, the Board may apportion the cost of such facility to the benefiting Member or Members to be paid as an addition to the Member Fee.

f. Conversion of Metro Townships. The conversion of metro townships to municipalities will not change the relationship between the affected Members and UPD. Each affected Member will be bound by this Agreement after its conversion and will maintain its existing privileges and obligations as a Member. After its conversion, each affected Member will automatically be recognized by its official municipal name without any requirement to amend this Agreement.

11. 2010 Equipment. The 2010 Agreement or subsequent amendments provided that members may convey specific description of equipment conveyed to the UPD by the Members then forming the Department. The time elapsed since the 2010 Agreement or the 2012 Amendments, means that all or nearly all of the equipment conveyed has been cycled through, merged with other equipment, or used to the end of its useful life. The Members therefore agree to disclaim any rights to return of property found in the 2010 Agreement or 2012 Amendments and agree that disposition of any equipment to members upon dissolution or withdrawal will be accomplished according to the provisions of this 2024 Agreement.

12. Employees. The Members agree that no member will have any fiscal obligation or liability for the payment of salary, wages, benefits, or other compensation of employees beyond the assessment of the Member Fee.

13. Merit System. The Members agree that the UPD will operate with a Merit System for sworn law enforcement officer employees and any policies duly adopted to be consistent therewith and general merit principles. Civilian employees will also be part of a civil service system to be approved by the UPD Board. All existing rank and seniority shall be continued in the Merit System. The Merit System is established pursuant to Exhibit A.

14. Reports, Audits, and Performance Measures.

a. UPD will be subject to Utah Code § 11-13-501 et. seq., or its successor provision, for accounting, reporting, budgeting, and auditing requirements, as modified and enhanced as determined by the Board. The functions of budget officer, treasurer, or any other defined function with respect to UPD will be determined by policies and procedures adopted by the Board.

b. To ensure transparency, the UPD will prepare a financial report as part of the annual budgeting process and receive an annual audit report. Such reports will be both posted online and available upon request.

c. The UPD will also keep records and statistics related to the performance of its services and will, from time to time, prepare reports summarizing performance. The Board or any individual Member may make a request for the creation of such a report at any time and UPD will use its best efforts to prepare such a report in a timely manner.

15. 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 procedural

or substantive defenses or benefits otherwise available under the Immunity Act nor does any Member or the UPD waive any limits of liability currently provided by the Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604, regarding limitation of judgments. Any indemnity and insurance obligations incurred by UPD or a Member under this agreement are expressly limited to the amounts identified in the Act. Subject to the foregoing, 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. 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 negligent actions or failure to act 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.

16. Term. This 2024 Agreement will be effective as of the date listed at the beginning of this Agreement or when it is fully approved and executed by the Members, whichever is later. Unless terminated as provided for herein, it will be in effect for a term of fifty years.

17. Admission of New Members. The Members anticipate that during the term of this Agreement that additional governmental entities may wish to join the UPD and be bound to the terms and conditions of this Agreement. The process and requirements for becoming an additional Party to this Agreement and member of the UPD will apply equally to the addition of a new Member Entity to the UPD entity that approaches the UPD Board or a UPD Member about joining the UPD. Admission of an additional Member will be pursuant to the following process and conditions:

a. The UPD Chief will advise the Board Chair of any expressed interest in joining the UPD of which the UPD Chief becomes aware, and the Board Chair will advise the UPD Chief of any expressed interest in joining the UPD of which the Board Chair becomes aware. The UPD Chief and Board Chair will then authorize UPD representative to hold initial, non-public discussions with any municipality or other entity expressing interest in joining the UPD to gauge feasibility or level of interest in joining. However, neither the UPD Chief nor the Board Chair is authorized to discuss the potential of an entity joining the UPD in a public setting without prior notice to the Board. Furthermore, neither the UPD Chief nor the Board Chair may make any agreements with the potential new member concerning joining the UPD without complying with the requirements of this Paragraph 18.

b. Under the direction of the Board, UPD staff will conduct a feasibility study to evaluate the potential addition of the new member. In conducting the feasibility study under this section, the study should include the following (these guidelines are subject to revision by the Board in subsequent Board Policy without the need to amend this Agreement):

- 1) Population and population density within the proposed municipality;

2) Current and five-year projections of demographics and economic base in the proposed municipality, including household size and income, commercial and industrial development, and public facilities;

3) Projected growth in the proposed municipality during the next five years;

4) The present and five-year projections of the cost, including overhead, of providing the Baseline Services in the proposed municipality as is provided by the UPD in similar municipalities;

5) The number, classification, and cost of wages, salaries, and benefits of line and staff employees that the proposed municipality desires UPD to absorb as part of joining the UPD assuming that:

1. The UPD will agree to accept all police personnel assigned to existing department;

2. The UPD will have the option to consider employment of the Chief, Officers and other staff;

3. Employees transferred to the UPD will transfer with:

a. Wages normalized to the UPD pay structure except that if an employee's existing wage is higher, the employee wage will be frozen until the wage is normalized with the UPD wage schedule;

b. Seniority equal to years of full-time career experience with the joining municipality on the last day of employment with the joining municipality;

c. Vacation and sick leave balances on the last day of employment with a calculation of the total liability being paid for by the joining municipality, consistent with UPD Policy;

6) The location, condition, and value of the physical assets necessary to provide services in the joining municipality that would be transferred to the UPD by the municipality including in the study the feasibility of:

1. The joining municipality retaining ownership of the precincts and being responsible for capital maintenance.

2. Transferring necessary assets, such as vehicles, equipment, PPE, precinct supplies, etc. to the UPD to provide the services to the joining municipality.

7) An assessment of the debts, liabilities, and obligations of the joining municipality that may be necessary for the UPD to acquire in order to provide the services to the joining municipality.

8) The fiscal impact that the joining municipality's addition has on other Members by the UPD, including any Member Fee changes that may become necessary to maintain existing levels of service for current Members.

9) Any other factor that UPD staff consider relevant to the question of admitting a new municipality to the UPD.

c. A joining municipality, depending upon the circumstances and the equities involved in it joining the UPD, may be subject to a separate agreement that may contain a minimum period of membership that will be negotiated based on the review of the

circumstances, including the assets and liabilities the municipality will be transferring to the UPD.

d. Approval of a new municipality as a new member of the UPD would require a two-thirds affirmative vote of the UPD's Board, the new member agreeing to have its legislative council approve and to sign as a Member to this 2024 Agreement, and the Members' respective legislative councils approving the amendment to this 2024 Agreement admitting the new member.

18. Withdrawal.

a. Cooperation. If a Member wishes to withdraw from the UPD and the terms and conditions of this 2024 Agreement, the Members agree to work cooperatively in such a manner as to minimize the harm to any Member and the public safety of the citizens of all Members. The UPD will respect the desire and decision of the withdrawing Member, and the withdrawing Member will respect the need for and allow the necessary planning to ensure a withdrawal will result in the minimum impact possible on the UPD and remaining Members.

b. Requirements.

1) Due to the complexities of the operation of the UPD and the significant impact a withdrawal may have on the other Members, a Member must provide twelve months' advance notice as to the date it wishes to withdraw from the UPD. The twelve months will run from the date the Chief of Police and CLO receive the notice from the withdrawing Member. The Members acknowledge that the annual Member Fees paid to the UPD do not constitute the establishment of a debt for any Member and will be paid as services are provided. Furthermore, the Members acknowledge that the inclusion of a twelve months' withdrawal period renders this Agreement one of reasonable duration.

2) In order to be admitted, a prospective Member must agree to a minimum term of admission. Any Member departing with less than the minimum term established by the Board at the time of admission will not be entitled to any assets it may have been entitled to pursuant to Paragraph 18(c).

3) The twelve-month notice requirement for withdrawal may be shortened upon mutual agreement between the withdrawing Member and the Department, if approved by the UPD Board.

4) Upon providing notice of its intent to withdraw, the withdrawing Member's Board Member must, if applicable, relinquish his or her position as Board Chair/Vice-Chair and any committee Chair. The Board Member will also be automatically recused from matters directly affecting the withdrawal process. Such recusal will only extend to voting on matters related to the withdrawal process and the withdrawing Member's Board Member will have the right to participate in Board discussions and debates related to such issues. However, a withdrawing Member's Board Member may be excluded from any closed sessions, properly held pursuant to the Utah Open and Public Meetings Act, to discuss matters related to the withdrawal of that Member. In the event a withdrawing Member revokes its intent to withdraw, its Board and Committee positions will be reinstated.

5) The Members and UPD agree that if a Member withdraws and subsequently forms or participates in a new police department with other Members, the UPD and the withdrawing Member will, in good faith, negotiate or join existing relevant mutual and automatic aid agreements covering both the UPD and the withdrawing Member.

6) Upon receiving a notice of intent to withdrawal, the Members will begin the withdrawal process by creating a withdrawal plan that will comply with the general principles provided for in this Section 18.

c. Disposition of Precincts or Equipment.

1) Precinct Lease. The Department will cease using the precinct owned by the withdrawing Member upon the effective date of the Member's withdrawal. The withdrawing Member, or other precinct or building owner, will receive the precinct in an as-is condition as of the effective date of the withdrawal. In the event the withdrawing Member is not the owner of the precinct at the time of withdrawal, and it wishes to use the precinct building after withdrawal, the withdrawing Member will be responsible for coordinating such use with the building's owner. The UPD will use reasonable efforts to maintain the precinct in its condition from the date of the notice to the date of withdrawal but will not be responsible for any normal wear and tear during the withdrawal period, nor for any deterioration or destruction of the precinct building outside of its control.

2) Precinct Inventory. The UPD and the withdrawing Member will meet and confer to create a property disposition plan to account for supplies and equipment located in the precinct serving the withdrawing Member that is to be vacated by the UPD. This plan will contain an inventory of any items for which the withdrawing Member can specifically prove ownership. The withdrawing Member will be entitled to retain such inventoried items upon withdrawal.

3) Vehicles and Equipment. In the event the withdrawing Member has transferred vehicles or equipment to the UPD, and such vehicles or equipment has not been cycled through to the end of its usable life or inseparably incorporated in the UPD's inventory, those assets which are traceable and not significantly modified by the UPD post transfer, will be returned to the withdrawing Member. All department vehicles and equipment assigned to the precinct shall be provided to the departing Member. No training of any employee shall be subject to reimbursement upon departure. UPD or other Service Area Member Precinct Fund Balances, assets assigned to other member precincts, and all shared assets including vehicles, major assets and equipment purchased through the shared formula is owned by the UPD and the respective Members and is not subject to any claim by the departing member for any item or equivalent value.

4) Debt Obligation. The withdrawing Member will not be obligated to continue its portion of the payment for any UPD debt related to the acquisition of equipment, however, it will not have any property right to any such vehicles and equipment in the precinct(s) serving the withdrawing Member except as provided for above. Except as required to meet statutory and audit requirements for the UPD and meet any outstanding financial obligation incurred by the Member to the UPD, a departing Member is entitled to take its Precinct Fund Balance upon departure. Any Precinct Fund Balance owed to a departing Member will be paid by the UPD after the next fiscal year audit.

d. Personnel. In the event the withdrawing Member plans upon withdrawal to start its own department or expand a previously existing department with others, the withdrawing Member agrees to provide (or to encourage, in good faith, the existing department it is joining)

an employee selection process exclusively for interested, existing UPD personnel prior to engaging in an open and public recruitment for staffing.

1) This process does not include recruitment for chief or other executive level positions.

2) The withdrawing Member is not obligated to hire those who apply during this process, merely to give existing UPD personnel the first opportunity to fill the prospective new positions.

3) The withdrawing Member agrees that UPD employees that are hired by the withdrawing Member will have the option to either: 1) receive a payout of their UPD vacation balance directly from the UPD on the employee's date of separation pursuant to UPD policy; or 2) transfer their vacation hours to their new position with the withdrawing Member. In the event of a transfer and acceptance of vacation hours, the UPD will pay to the withdrawing Member the value of the vacation hours at the employee's wage rate as of the employee's last day with the UPD.

4) Sick leave balances of employees hired by the withdrawing Member will not be transferred and will be handled pursuant to internal UPD's policy and procedure.

5) Retirements contributions by the UPD for the any employee leaving the UPD and starting work with a withdrawing Member will cease upon the employee's last day with UPD.

6) UPD agrees to allow employees leaving the UPD and moving to the withdrawing Member to take their existing, issued personal protective equipment with them to their new employment with the withdrawing Member. The ownership of the PPE will be transferred to the withdrawing Member at no cost.

19. Coverage Area. The coverage area of the UPD may increase or otherwise be affected by annexations, disconnections, consolidations, boundary adjustments and/or dissolutions related to the individual Members. The Members agree to notify the UPD, in advance, of any such changes to the coverage area. If such a change is significant enough to materially affect the response time or other operational issues, the Members agree that a change to the Member Fee may be warranted and that such change may be brought to the Board for approval outside of the annual budgetary process.

20. Remittance. Each Member will prospectively remit the payments required to UPD by this 2024 Agreement, such as the Member Fee established each annual budget year or any other required payments, on a quarterly basis and on the first day of each calendar quarter. Upon agreement between UPD and a Member, a Member may also pay prospective amounts due at shorter intervals, such as monthly, so long as the arrangement is agreed upon in advance and in writing.

21. Breach or Failure to Pay.

a. A failure to timely pay the Member Fee, or other payment due to UPD, will be considered an immediate and material breach of this 2024 Agreement. Upon such failure to pay, the UPD will notify the breaching Member of the alleged breach and provide thirty days for the breaching Member to remedy the alleged breach. UPD will continue to provide the services provided for in this 2024 Agreement in light of the public safety impacts a cessation of services would cause, however, failure to remedy the alleged breach after 30 days will result in the UPD being allowed to declare a default of this 2024 Agreement. Upon declaration of default, UPD may seek all remedies available at law or equity (including the judicial remedy of injunctive relief to require the continued payment for services being provided), and the

declaration of default will be deemed to constitute an involuntary Notice of Withdrawal to begin the process provided for in Paragraph 18 for the breaching Member. The UPD may recover all legal costs, including reasonable attorney fees, it incurred in seeking a remedy under this subsection. Additionally, notwithstanding any language in this Agreement, the breaching Member will also forfeit its Precinct Fund Balance, vehicles, and equipment to the UPD as liquidated damages for the additional costs the other Members will incur in providing services to the breaching Member.

b. Upon a material breach of this 2024 Agreement by a Member, such as failure to pay its fee, the non-breaching Member or Members will notify the breaching Member of the alleged breach and provide 30 days to remedy the alleged breach. If the breaching Member fails to remedy the alleged breach, the non-breaching Member or Members may declare a Default of 2024 Agreement and seek appropriate remedies in law or equity. In the event of a material breach requiring pursuit of legal remedies, the breaching Member will pay the prevailing Member's costs and reasonable attorney fees.

22. Termination. Due to the nature of the services being provided and the structure of the UPD, this 2024 Agreement cannot be terminated in its entirety except by the expiration of its term or the mutual agreement of all Members that the UPD should be dissolved as an interlocal entity. The Agreement may be terminated as to an individual Member pursuant to the withdrawal process provided for Paragraph 18. Upon withdrawal this 2024 Agreement will be terminated with respect to the withdrawing Member, but any remaining payment obligations remaining after withdrawal and all the provision of Paragraph 15 (Indemnification) will survive the termination with respect to said Member.

23. Dissolution. The UPD may be dissolved, and operations terminated upon the unanimous written consent of all Members to this 2024 Agreement at the time of dissolution. Upon dissolution, all leases will terminate, all assets actually contributed by a Member still identifiable as separate property with a right of return will be returned to such Member, and any remaining assets (whether real property or personal property) of the UPD will be distributed based on a fraction, the numerator of which is the aggregate amount of Member Fees paid by a Member and the denominator of which is the aggregate amount of Member Fees paid by all of the Members to the UPD for services. Any unpaid liabilities of the UPD will be paid by the Members based on the same fraction. Such liability will be a joint liability.

24. Amendment. This Agreement may not be amended except by written instrument signed by all Members. Amendments will be approved as follows:

- a. Amendments may be proposed to the Board by any Member or staff of the UPD.
- b. The Board shall consider the proposed amendment and may only approve the advancement of the proposed amendment for review by the Members by a vote of at least two-thirds of the Board present at a duly noticed meeting.
- c. Upon advancement, each Member must present the proposed amendment to their appropriate legislative bodies for review and consideration.
- d. Each Member will have sixty days to review the proposed amendment with its executive officers and legislative body and either provide notice of acceptance of the proposed amendment or suggest alternatives to be considered by the Board.
- e. Subsequent to this legislative review, the Board may approve a final amendment only by a vote of at least two-thirds of the Board at a duly noticed meeting. Such a vote must

be a vote to approve representing at least two-thirds of the total Board seats, not just the votes of those present at the particular meeting.

f. Upon approval by the Board pursuant to this Paragraph, all Members must agree to the final Amendment via a written document amending this 2024 Agreement within thirty days. Failure to agree to the approved Amendment will constitute an involuntary Notice to Withdraw pursuant to Section 18.

25. Notices. All notices, requests, demands, and other communications hereunder will be in writing and given to any Member by delivering a copy, via U.S. Mail, to the mayor (or if applicable to the form of government, the council chair or city manager) of any municipal, sent to that Member's official governmental office address, with a copy also sent to the same official office and addressed to "City Attorney" or "Chief Counsel." For the UPD, notices should be sent to the following:

If to UPD: Unified Police Department of Greater Salt Lake
Office of the Chief
3365 South 900 West
Salt Lake City, UT 84119

With a copy to: Unified Police Department of Greater Salt Lake
Chief Legal Officer
3365 South 900 West
Salt Lake City, UT 84119

26. Interlocal Cooperation Act. The Members enter into this 2024 Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Members agree as follows:

a. This Agreement maintains and affirms the creation of the separate interlocal entity known as UPD that will operate using its own budget, may acquire real or personal property and may take any other act authorized by Utah law.

b. The UPD will be governed by its Board and according to the provisions of this 2024 Agreement.

c. Because this 2024 Agreement cannot take effect until it has met the requirements of the Interlocal Cooperation Act, each Member agrees by its signature that the agreement has been presented and approved by that Member's legislative body by a resolution or ordinance that is in compliance with Utah Code § 11-13-202.5(2) and been submitted and approved by the attorney authorized to represent the Member in compliance with Utah Code § 11-13-202.5(3). Furthermore, upon approval and execution by the Members, each Member agrees to keep a copy of this 2024 Agreement on file with the Member's keeper of records.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Members regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Members pertaining thereto, except where otherwise specifically stated herein. Notwithstanding the foregoing, any prior agreements between any Members, such as leases, land-use agreements, easements, deeds, or other matters separate and distinct from the creation and operation of the UPD as an interlocal entity as provided for in this Agreement remain in full force and effect and subject to their own respective terms and conditions.

28. Governing Law & Venue. The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Members arising out of or related to this 2024 Agreement will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

29. Disputes. In the event of disputes and in the absence of any agreement to the contrary, UPD agrees to continue to provide services during any litigation and the adverse Member

will continue to make payments to UPD in accordance with the terms of this 2024 Agreement to ensure the continued protection of public safety within the Member's communities. This provision may be enforced by injunctive relief by the courts if necessary.

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

31. 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). However, any member exiting the UPD under non-funding shall not be entitled to any assets under the departure clause.

32. Severability. In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.


33. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the Members have executed and caused this Agreement to be duly executed effective as provided in Section 16.


[insert signature pages]

UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

UNIFIED POLICE DEPARTMENT
OF GREATER SALT LAKE

By: 
Jason Mazuran
Chief of Police

Approved as to Legal Form:


Harry Souvall
Chief Legal Counsel

DATED: 3-15-2024

Attest:


Harmony McQueen
UPD Clerk

CITY OF HOLLADAY

CITY OF HOLLADAY

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

MIDVALE CITY

MIDVALE CITY

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

MILLCREEK

MILLCREEK

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

TOWN OF BRIGHTON

TOWN OF BRIGHTON

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

COPPERTON METRO TOWNSHIP

COPPERTON METRO TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

EMIGRATION CANYON METRO TOWNSHIP

EMIGRATION CANYON METRO
TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

MAGNA METRO TOWNSHIP

MAGNA METRO TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

WHITE CITY METRO TOWNSHIP

WHITE CITY METRO TOWNSHIP

By: _____
Print: _____
Its: _____

Approved as to Legal Form:

Attest:

DATED: _____

EXHIBIT A: UPD MERIT SYSTEM

DEFINITIONS

The terms used in this UPD Merit System plan shall be defined as follows:

- a. “Agreement” shall mean that contract, adopted under the Interlocal Agreement Act, which creates or ratifies the creation of the Unified Police Department of Greater Salt Lake.
- b. “Board” shall mean the Board of Directors of the Unified Police Department of Greater Salt Lake.
- c. “Chief” shall be the Chief and CEO of the Unified Police Department of Greater Salt Lake.
- d. “Commission” shall mean the Merit Commission of the Unified Police Department of Greater Salt Lake.
- e. “Coordinator” shall be the Coordinator for the UPD Merit System.
- f. “Department” shall mean that part of the Unified Police Department of Greater Salt Lake which provides operational and support services, under the direction of the Chief.
- g. “Members” shall mean the municipal corporations and incorporated metro townships which are signatories of the Agreement.
- h. “Merit System” shall mean the Police Merit System created to govern personnel matters in UPD, as established by this Exhibit.

- i. “Plan” refers to the Police Merit System Plan, which creates the Merit System and governs personnel matters therein.
- j. “UPD” shall mean the Unified Police Department of Greater Salt Lake.

UPD MERIT SYSTEM

1. Employment in the Unified Police Department of Greater Salt Lake (“UPD”) will be governed by the UPD Merit System as set out in the Agreement, this UPD Merit System plan (“Plan”), and policies and procedures adopted under paragraph three below.
 - a. All employees of the UPD, with the exception of merit-exempt director level positions and temporaries, will be covered by a UPD Merit System and their employment status will be governed by policies and rules adopted in accordance with this Plan.
 - b. Merit-exempt administrative employees may be appointed by the Board and shall include the Chief of Police, Chief Legal Counsel, Chief Financial Officer, and such other administrative positions which by their nature are confidential or key policymaking or both, and which cannot or should not be included in the merit system. Merit-exempt administrative employees are at-will. Merit-exempt employees, whose appointment expires or is terminated except for cause, shall be returned to the previous merit position held.
 - c. Temporary employees, which include administrative or support staff employees who work less than 1040 hours per year, are merit- exempt and are at will.
2. The Merit System, and the policies adopted under this Plan, shall provide for the effective implementation of basic merit principles, including the following:
 - a. Hiring, selecting, advancing, and disciplining employees based on ability, knowledge and skill;
 - b. providing fair and adequate compensation;
 - c. training employees to assure high quality performance;
 - d. retaining employees on the basis of adequate performance and separating employees whose inadequate performance cannot be corrected or whose actions or behaviors warrant termination;
 - e. fairly treating all applicants and employees without regard to race, color, religion, gender, national origin, political affiliation, age, or disability or any other characteristic protected by federal or state law from discrimination;
 - f. providing information regarding political rights and prohibited practices; and
 - g. providing a procedure for informal employee grievances and formal appeals.

3. The adoption of personnel policies and the establishment of a pay plan are legislative activities which are the responsibility of the Board.
 - a. The Board shall adopt a comprehensive code of personnel policies and procedures regarding the employment status, procedures and benefits for all employees covered by the merit system, including sworn and civilian employees. Those personnel policies and procedures must be consistent with merit principles and with the provisions of this exhibit.
 - b. The Board shall adopt a comprehensive merit system classification plan and grade allocation system applicable to all merit- covered employees and shall prepare and establish a pay plan that includes salaries, incentives, leave, insurance, retirement, and other benefits.
 - c. All current UPD rank, seniority and merit status will automatically transfer from the existing merit system to this UPD Merit System. Any assignment however is subject to the needs of the UPD, and no merit status is granted to any assignment within UPD.
4. The administration of the Merit System and classification plan is the responsibility of a Merit System Coordinator (“Coordinator”).
 - a. The Coordinator is a merit-exempt employee or a contractor who works immediately under the direction of, and at the pleasure of, the Board. The Coordinator may be a current full-time exempt employee, such as the HR director, or may be a part-time employee or contractor.
 - b. The Coordinator maintains and manages the Merit System classification plan, as directed by the Board, makes recommendations regarding Merit System and personnel matters to the Board and to the UPD Chief.
 - c. The Coordinator shall prepare and conduct competitive examinations for both hiring and promotion and shall prepare registers based on the results of those examinations. All positions covered by the Merit System shall be filled by competitive process. The final hiring authority is vested in the UPD Chief, in accordance with policies and procedures adopted by the Board.
5. The resolution of formal personnel grievances and appeals brought by Merit System employees is a judicial activity within the responsibility of a Merit Commission (“Commission”).
 - a. The Commission shall consist of three persons (“Commissioners”) appointed by the UPD Board upon recommendation of the Chief, or independent choice of the board, after consultation with employee representatives. UPD’s recognized Labor Representative will nominate one of the three Commissioners with consultation and approval of the Board. No Commissioner shall be employed by the UPD, any member or hold active membership or any position in any public safety labor organization.

- b. Commissioners shall be persons who are experienced in personnel civil service, law enforcement, law, or related backgrounds and who support basic merit principles. Commissioners may not hold elected office nor be employees of the UPD or any member of the UPD or any municipality contracting services with the UPD. Commissioners shall be appointed for three-year terms, but the initial terms of commissioners shall be adjusted in order to stagger terms and one commissioner, chosen by lot, shall serve a two-year term, the second a three-year term, and the third a four-year term.
 - c. Compensation of Commissioners shall be set by Board policies and procedures. Commissioners may be removed by the Board, for cause, including failure to perform Commission activities. The internal organization of the Commission, including the appointment of a chair and the establishment of hearing procedures, shall be at the discretion of the Commissioners. Staff assistants and accommodation shall be provided by the UPD.
 - d. Commissioners shall have the authority to hear and resolve appeals and disciplinary action which are brought by merit employees. In so doing, the Commission may affirm, modify, or vacate disciplinary action. The subject matter jurisdiction regarding appeals which may be heard by the Commission shall be established and defined by policies and procedures adopted by the Board; provided, however, that the Commission shall always have the authority to hear grievances regarding demotion, suspension without pay and termination. The Board, by policy and procedure, shall define employee grievances that are and are not appealed to the Commission, and those that are resolved by internal grievance within UPD command structure.
 - e. Any appeals by employees regarding general pay inequities which significantly affect the cost of Services are not heard by the Commission but are appealed to and resolved by the UPD Board. Appeals regarding pay inequities shall be resolved in accordance with policies adopted by the Board. The Board may refer the hearing to the Commission for recommendations, but these are not binding on the Board.
6. The UPD's operational services, including patrol, shared services, and support staff services, are provided by the UPD ("Department"). The Department's personnel administration, as set out below, is the responsibility of the Chief of Police.
- a. The Chief of Police is responsible for management of the Department, including those operational personnel matters which are not specifically vested in the Coordinator under the provisions of this plan. The Chief of Police shall adopt and promulgate an operational procedures manual regarding standard operating procedures in the Department, including but not limited to personnel matters such as work schedules and assignments, payroll procedures, staffing, travel, and training.
 - b. All employees are subject to disciplinary action based on misconduct or failure to perform, under the responsibility of the Chief of Police and as defined in policies and procedures adopted by the Board. Such policies and procedures shall comply with

- merit principles as established in this Plan. The right to review disciplinary action shall be established by policies and procedures, which shall distinguish between disciplinary action which is subject to formal appeal to the Commission and that which is subject to informal grievance internal to the Department.
- c. The Chief of Police shall administer and support an internal grievance review system which may include mediation or a peer review board, as provided in Policies and Procedures adopted by the Board.
 - d. The UPD Chief shall be responsible to develop job descriptions, make final selections for appointments and promotions from registers as established herein, conduct performance evaluations and to carry out the responsibilities vested in the UPD Chief by Policies and Procedures and may make recommendations to the Board and the Director regarding merit system issues.
7. Amendments to this Plan may be proposed by the UPD Chief, the Coordinator, a member of the Board, or other interested parties. A proposed amendment shall be submitted to the Board for consideration and review. The Board shall make a recommendation regarding the proposal and forward it to the legislative bodies of each city, town, and township member the UPD for consideration and approval. If at least two-thirds of the legislative bodies of the Member Entities concur in the proposed amendment, it shall be adopted and become part of this plan.