

**Magna City, Utah**

**RESOLUTION NO.: R2026-31**

**DATE: May 12, 2026**

**A RESOLUTION OF THE MAGNA CITY COUNCIL (THE “COUNCIL”) APPROVING  
AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MAGNA CITY AND  
UNIFIED POLICE GREATER SALT LAKE**

**WHEREAS**, Magna City (“Magna”), and United Police Greater Salt Lake (“UPD”) are public agencies as defined in Title 11, Chapter 13 of the Utah Code (the “Interlocal Cooperation Act”);

**WHEREAS**, Section 11-13-202 of the Interlocal Cooperation Act provides that any two or more public agencies may enter into an agreement for joint or cooperative action; and

**WHEREAS**, Magna and UPD desire to enter into an Interlocal Cooperation Agreement (the “Agreement”) for funding for a new Sargeant to provide law enforcement services to Magna; and

**WHEREAS**, the Agreement, attached hereto as Attachment A, sets forth the rights, duties, and obligations of Magna and UPD; and

**WHEREAS**, the Council has determined that approval of the Agreement will serve the best interests of Magna and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAGNA CITY COUNCIL** as follows:

**SECTION 1.** That the Agreement is hereby approved in substantially the form attached, subject only to minor administrative or clerical corrections or substitutions as approved by the City Attorney, and that the Mayor is authorized to execute and deliver the Agreement.

**SECTION 2.** That the Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this Resolution to become effective under Utah law; and (b) to finalize and post the Resolution to MuniCode, including but not limited to making non-substantive edits to correct any scrivener’s, formatting, and numbering errors.

**SECTION 3. Severability:** If a court of competent jurisdiction determines that any part of this Resolution is unconstitutional or invalid, then such portion of this Resolution, or specific application of this Resolution, shall be severed from the remainder, which shall continue in full force and effect.

**SECTION 4. Effective Date:** This Resolution shall become effective immediately.

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of May, 2026, by the Magna City Council, Magna City, Utah.

BY:

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MICK SUDBURY, MAYOR

ATTEST

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DIANA BAUN  
CITY RECORDER

VOTE BY COUNCIL:		AYE	NAY
Council Member George	voting	_____	_____
Council Member Jensen	voting	_____	_____
Council Member Olsen	voting	_____	_____
Council Member Pierce	voting	_____	_____
Council Member Prokopis	voting	_____	_____

Attachment A

Interlocal Cooperation Agreement Between  
Magna City and Unified Police Greater Salt Lake

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**UNIFIED POLICE GREATER SALT LAKE**  
**-AND-**  
**MAGNA CITY**

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”), by and between UNIFIED POLICE GREATER SALT LAKE, an interlocal entity of the State of Utah (“**UPD**”), and MAGNA CITY, a municipal corporation of the State of Utah (the “**CITY**”). UPD and the City may be referred to collectively as the “**Parties**” and may be referred to individually as a “**Party**.”

**WITNESSETH:**

WHEREAS, UPD provides law enforcement services to the City; and

WHEREAS, UPD requested that the City contribute funds to allocate to the procurement of a new Sargeant to serve the City (“**Allocation Funds**”); and

WHEREAS, the City desires to contribute the Allocation Funds for the new Sargeant; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** The Term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (“**Initial Term**”). At the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis (“**Renewal Term(s)**”), unless terminated in accordance with Section 6 of this Agreement.

2. **Allocation Funds.** The City will contribute funds in the amount of Fifty-Six Thousand Nine Hundred Forty Dollars (\$56,940.00) annually to UPD on or before **July 1<sup>st</sup>**.

3. **Magna Service.** **The new Sargeant will provide law enforcement services primarily to the City, but may serve other temporary UPD duties as assigned.**

4. **Records.** The Parties shall comply with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws regarding this Agreement and any records generated or created related to this Agreement.

5. **Termination.** Either Party may cancel or terminate this Agreement for any reason by delivering notice thereof to the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

6. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and local laws, rules, policies, and regulations.

7. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

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

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City designee and UPD designee, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To

the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

8. **General Provisions.** The following provisions are also integral parts of this Agreement:

8.1 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

8.2 *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

8.3 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

8.4 *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

8.5 *Waiver of Breach.* Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

8.6 *Cumulative Remedies.* The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

8.7 *Amendment.* This Agreement shall not be modified except by an instrument in writing signed by the Parties hereto.

8.8 *Time of Essence.* Time is the essence in this Agreement.

8.9 *Governing Law and Venue.* This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

8.10 *Legal Review.* Both Parties represent that they fully understand their right to review all aspects of this Agreement with counsel and that they have had the opportunity to consult with counsel; that they have carefully read and fully understand all the provisions of this Agreement; and that they are freely knowingly and voluntarily entering into this Agreement. The rule that such an agreement is to be construed against the drafter shall not be applied to this Agreement.

8.11 *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

8.12 *Entire Agreement.* This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations, or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

8.13 *Governmental Immunity.* Both Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq. (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

8.14 *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to

any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, City, or County ordinances.

8.15 *Interpretation.* In this Agreement, unless the context requires otherwise.

8.15.1 Use of the singular, plural, or a gender will include the other.

8.15.2 The word “may” is permissive;

8.15.3 The words “shall not” and “will not” are prohibitive;

8.15.4 The words “shall” and “will” are mandatory or required; and

8.15.5 The present tense includes the future tense, unless otherwise specified.

8.16 *Notices.* All notices and other communications under this Agreement shall be in writing or sent via email. Notices shall be deemed as duly received on the date of service, if served personally on the Party to whom notice is to be given or if notice is emailed. Notices shall also be deemed as duly received five (5) days from the date said notice is mailed to the Party to whom notice is to be given, either by first class mail, registered or certified, postage prepaid or by express delivery with handling prepaid, and properly addressed as stated below. The Parties may update the below contact information by sending notice to the other Party.

Magna City  
Attn: Mayor Sudbury  
8952 West Magna Main Street  
Magna City, Utah 84044  
[msudbury@magna.utah.gov](mailto:msudbury@magna.utah.gov)

Unified Police Greater Salt Lake  
Attn: Jason Mazuran

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\_\_\_\_\_  
\_\_\_\_\_

8.17. *Third Party Beneficiaries.* This Agreement shall not confer any benefit hereunder on any person, firm, entity, third party beneficiary, or corporation other than the Magna and UPD.

8.18. *Successor Legislation.* Any statute referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

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

MAGNA CITY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
Magna City Attorney  
Date: \_\_\_\_\_

UNIFIED POLICE GREATER SALT LAKE

By: \_\_\_\_\_

ATTEST:

Approved as to form and compliance with  
applicable law:

\_\_\_\_\_  
UPD Clerk

\_\_\_\_\_  
UPD Attorney  
Date: \_\_\_\_\_