

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

THIS AMENDMENT is made and entered into this 18 day of June, 2020, by and between 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"), MIDVALE CITY, a municipal corporation and political subdivision of the State of Utah ("Midvale"), TAYLORSVILLE CITY, a municipal corporation and political subdivision of the State of Utah ("Taylorsville"), MILLCREEK, a Utah municipal corporation and political subdivision of the State of Utah ("Millcreek"), the KEARNS METRO TOWNSHIP, a municipal corporation and political subdivision of the State of Utah ("Kearns"), the MAGNA METRO TOWNSHIP, a municipal corporation and political subdivision of the State of Utah ("Magna"), the COPPERTON METRO TOWNSHIP, a municipal corporation and political subdivision of the State of Utah ("Copperton"), the WHITE CITY METRO TOWNSHIP, a municipal corporation and political subdivision of the State of Utah ("White City"), EMIGRATION METRO TOWNSHIP, a municipal corporation and political subdivision of the State of Utah ("Emigration"), the TOWN OF BRIGHTON, an incorporated town and political subdivision of the State of Utah ("Brighton"), and the SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA, a service area and political subdivision of the State of Utah ("SLVLESA"). In this Amendment, Holladay, Midvale and Millcreek are collectively referred to as the "Cities" or individually as the "City," the Kearns, Magna, Copperton, White City, Emigration Metro Townships, are collectively referred to as Townships or individually referred to as Township, the Town of Brighton is referred to as "town" and the County, SLVLESA, and all of the above cities, town and townships collectively referred to as the "Members."

**RECITALS:**

Whereas, Members of the UPD desire to allow weighted voting on certain budgetary matters when called for by at least two members of the UPD Board.

**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. **Weighted Voting.**

Article 6(a) of the UPD Interlocal is amended as follows:

- i. For all matters related to the governance of the UPD, each Board Member

will be entitled to one vote on the Board and matters, unless otherwise specifically stated herein, will be passed by a vote of a majority of the Board at a duly noticed meeting; i.e., a majority vote of a quorum of the Board Members present at the particular meeting.

- ii. In regards to any proposed vote of the Board, to be taken pursuant to subsection (b)(i) above, to adopt a fiscal year's tentative or final budget, or to adopt any budget amendment, any two Board Members representing separate Parties 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:

1. A "Member Fee Percentage" will be calculated by computing the percentage each Party is paying for the UPD's services in comparison to the total of all Member Fees. SLVLESA will not be considered a Party for this calculation as its Member Fee in comparison to the total of all Member Fees will be allocated among its member entities in proportion to each Party's taxable value for that fiscal year as calculated by the Utah State Tax Commission.
2. A "Population Percentage" will be calculated by comparing a Party'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. Salt Lake County's Population Percentage will be based upon the population of the unincorporated areas of Salt Lake County.
3. Each Party'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 Party.

4. The County’s Weighted Voting Percentage will be divided and allocated equally to each of the County’s Board Members for the purposes of a weighted vote. In no event will the total percentage of weighted voting allocated to the County Board Members exceed the County’s Weighted Voting Percentage.
5. An example of this calculation as it would occur as of January 1, 2020 is attached hereto as Exhibit “A” with the calculation of the Member Fee Percentage shown in Table 1, the SLVLESA Member Fee Breakdown is Table 2, Population Percentage shown in Table 3, and the Weighted Voting Percentage shown in Table 4.
6. When weighted voting is requested under this paragraph, approval of the budget or amendment will pass with an affirmative vote of the sixty percent (60%) majority of the weighted vote, i.e. a vote that equals or exceed sixty percent of the total weighted vote of all Board Members rather than a majority of a quorum of the Board Members present at the particular meeting.

2. **Operational Effective Date.** The Operational Effective Date shall be effective immediately upon approval by the Board.
3. **Operation of UPD Formation Interlocal Agreement.** All other terms and conditions of the UPD Formation Interlocal Agreement not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the Cities and Townships, by resolution duly adopted by its city or township council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor or chair and attested by its recorder, 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, and SLVLESA, by resolution duly adopted by its Board of Trustees, a certified copy of which is attached hereto, caused this Agreement to be signed by its Chair and attested by its clerk.

**ATTEST:**

**SALT LAKE COUNTY**

\_\_\_\_\_  
 Clerk  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**JENNY WILSON, Mayor**  
 Date signed: \_\_\_\_\_

**ATTEST:**

**SALT LAKE VALLEY LAW  
 ENFORCEMENT SERVICE AREA**

\_\_\_\_\_  
 Clerk  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**JIM BRADLEY, Chair**  
 Date signed: \_\_\_\_\_

**ATTEST:**

**CITY OF HOLLADAY**

\_\_\_\_\_  
 Stephanie Carlson, City Recorder  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**ROBERT M. DAHLE, Mayor**  
 Date signed: \_\_\_\_\_

**ATTEST:**

**TOWN OF BRIGHTON**

\_\_\_\_\_  
 Legal Counsel  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**DAN KNOPP, Mayor**  
 Date signed: \_\_\_\_\_

**ATTEST:**

**MIDVALE CITY**

\_\_\_\_\_  
Rori Andreason, City Recorder  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**ROBERT M. HALE**, Mayor  
Date signed: \_\_\_\_\_

**ATTEST:**

**MILLCREEK,**  
a Utah Municipal Corporation

\_\_\_\_\_  
Elyse Greiner, City Recorder  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**JEFF SILVESTRINI**, Mayor  
Date signed: \_\_\_\_\_

**ATTEST:**

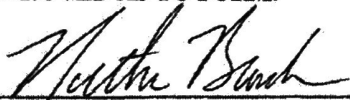
**TAYLORSVILLE CITY**

\_\_\_\_\_  
Cheryl Cottle, City Recorder  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**KRISTIE S. OVERSON**, Mayor  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

**KEARNS METRO TOWNSHIP**

  
\_\_\_\_\_  
Legal Counsel  
Date signed: 7-13-2020

By: \_\_\_\_\_  
**KELLY BUSH**, Chair  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

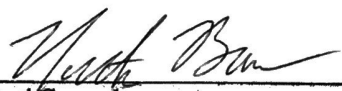
**MAGNA METRO TOWNSHIP**

\_\_\_\_\_  
Legal Counsel  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
**DAN PEAY**, Chair  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COPPERTON METRO TOWNSHIP**

  
\_\_\_\_\_  
Legal Counsel  
Date signed: 8-14-2020

By: \_\_\_\_\_  
**SEAN CLAYTON**, Chair  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
FRANK NAKAMURA, Legal Counsel  
Date signed: \_\_\_\_\_

**HOLLADAY CITY ATTORNEY**

By: \_\_\_\_\_  
TODD GODFREY, City Attorney  
Date Signed: \_\_\_\_\_

**TOWN OF BRIGHTON ATTORNEY**

By: \_\_\_\_\_  
\_\_\_\_\_, Attorney  
Date Signed: \_\_\_\_\_

**MIDVALE CITY ATTORNEY**

By: \_\_\_\_\_  
LISA GARNER, City Attorney  
Date Signed: \_\_\_\_\_

**MILLCREEK ATTORNEY**

By: \_\_\_\_\_  
JOHN N. BREMS, City Attorney  
Date Signed: \_\_\_\_\_

**TAYLORSVILLE CITY ATTORNEY**

By: \_\_\_\_\_  
TRACY COWDELL, Chief Legal Counsel  
Date Signed: \_\_\_\_\_

**UNIFIED POLICE DEPARTMENT**

By:  \_\_\_\_\_  
HARRY H. SOUVALL, Chief Legal Counsel  
Date Signed: 6-18-20

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Legal Counsel  
Date signed: \_\_\_\_\_

**WHITE CITY METRO TOWNSHIP**

By: \_\_\_\_\_  
**PAULINA FLINT**, Chair  
Date signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Legal Counsel  
Date signed: \_\_\_\_\_


**EMIGRATION METRO TOWNSHIP**

By: \_\_\_\_\_  
**JOE SMOLKA**, Chair  
Date signed: \_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Harmony McQueen, Clerk  
Date signed: June 18, 2020

**UNIFIED POLICE DEPARTMENT**

By:   
\_\_\_\_\_  
**ROSIE RIVERA**, Chief Executive Officer  
Date signed: June 18, 2020

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

**SALT LAKE DISTRICT ATTORNEY  
SIMARJIT S. GILL (for the County)**

By \_\_\_\_\_  
Deputy District Attorney  
Date Signed: \_\_\_\_\_

**SALT LAKE VALLEY  
LAW ENFORCEMENT SERVICE AREA**