

**AMENDMENT NO. 4 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN
UNIFIED POLICE DEPARTMENT AND SALT LAKE COUNTY FOR SERVICES**

THIS AMENDMENT NO. 4 is made and entered into this ____ day of _____, 20__ by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “COUNTY,” and the UNIFIED POLICE DEPARTMENT, a political subdivision of the State of Utah created pursuant to the Interlocal Cooperation Act. Utah Code Ann. §§ 11-13-101 through -314, hereinafter referred to as “UPD.” The COUNTY and UPD are sometimes referred to as the “Parties.”

RECITALS

A. The Parties entered into Contract No. CA000000000147 (the “Agreement”) on or about the 1st of July, 2015 which agreement provided for various County divisions and departments to provide UPD certain services that were previously provided to the Salt Lake County Sheriff’s Office;

B. Article 6 of the Agreement set the term for the Agreement from July 1, 2015 through and including December 31, 2017;

C. Article 6 of the agreement provides the Agreement may be automatically renewed for an additional one year period upon the initiation by either party by written notice of its intention to renew the agreement for an additional year;

D. Article 13 of the Agreement further allows the Parties to amend the Agreement by a writing signed by the Parties;

E. On October 10, 2016, the Parties entered Amendment No. 1 to the Agreement, which set some new prices for services;

F. On February 1, 2018, the Parties entered Amendment No. 2 to the Agreement, which extended the term through and including December 31, 2018, and set some new prices for services;

G. On January 23, 2019, the Parties entered Amendment No. 3 to the Agreement, which extended the term through and including December 31, 2019, and set some new prices for services;

H. The Parties have expressed in writing their intentions to renew the Agreement for an additional year through and including December 31, 2020; and

I. The Parties desired to update the provisions and costs of services pertaining to Fleet Management Services, Information Technology, County Survey Services, Record Management and Archive Services, and Facilities Management (including printing/copy) Services as provided herein.

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants, representation, promises, and performance set forth herein, the parties agree to amend the Agreement as follows:

1. The Agreement is renewed for an additional one year period effective January 1, 2020 through December 31, 2020.

2. The 2020 updated provisions for costs of services for Fleet Management Services, Information Technology, County Surveyor services, Record Management and Archive services, and Facilities Management services are as set forth herein respectively as Attachments A through E, which attachments are incorporated herein and made a part hereof.

3. The Parties hereby agree that Paragraph 7 of the Agreement is modified to read as follows:

7. **Termination.** Pursuant to Utah Code Ann. §11-13-206(a), the Parties agree that this Agreement may be terminated (with or without cause) by either party upon at least 180 (180) days prior written notice to the other Party. Additionally, the Parties agree that the UPD may terminate only the Information Technology portion of the Agreement, as described in Section 1(a) and Attachment X, upon at least 180 (180) days prior written notice to the County.

4. Other Provisions. All Parts, Paragraphs, Attachments and other provisions of the original Agreement and its previous amendments that are not expressly modified by this Amendment shall be the same and remain in full force and effect during the renewal period.

4. This Agreement will become effective as provided in the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-209.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the original Agreement on this ___ day _____, 20__.

SALT LAKE COUNTY

UNIFIED POLICE DEPARTMENT

By: _____
SALT LAKE COUNTY MAYOR
OR DESIGNEE

By: Rosie Ruveia
Title: CEO

Approved as to Form:

David A.
Johnson

2020.01.16

'00'07- 15:02:14

Deputy District Attorney
For Salt Lake County

Approved as to Form:

Harry Soovell

Print: Harry Soovell
Legal Counsel

ATTACHMENT A

Interlocal Agreement Between Unified Police Department and Salt Lake County Fleet Services

1) **General Provisions**

Salt Lake County Fleet will provide certified and trained personnel and maintain facilities and equipment for the following services:

- A. Provide maintenance and repair of vehicles and equipment owned and operated by the UPD. Work shall be performed at the Fleet shops during Fleet's normal hours of operation unless other arrangements are made per "B" below.
- B. After-hours and on-location services will be provided as needed.
- C. All fees for such services shall be agreed upon in writing upon the request for these services prior to the provision of any such services.
- D. Provide both light and heavy-duty towing capabilities to the Fleet shops or other locations as per the UPD's request.
- E. Maintain current training on all equipment provided by vendors and any additional training requested by the UPD.
- F. Provide monthly, quarterly, and other periodic reports on maintenance and utilization of the UPD's equipment and vehicles as requested and make recommendations on the most efficient life cycle of all pieces of equipment owned by the UPD in a manner acceptable to the UPD.
- G. Use parts for the UPD's equipment and vehicles that meet all manufacturer and warranty requirements.
- H. Make high-pressure wash equipment available during UPD hours of operations.
- I. Provide preventive maintenance programs and reports.
- J. Provide purchasing and services through Fleet-managed contracts.
- K. Consult on preparing specifications as needed or requested by the UPD.
- L. Provide access to online Fleet Management system to view utilization reports and vehicle work.
- M. Manage and allocate shared building costs.

2) **Sublet Labor**

Fleet administers and maintains several service contracts with vendors. Fleet may, at its discretion, use outside vendors to provide services to the UPD, if Fleet cannot perform the work or finds that the vendor can provide the work more cost effectively or in a more timely manner. Fleet shall arrange for pickup and delivery of equipment to the vendor as needed. Fleet shall charge the UPD the rate charged by the service provider, plus a service charge per invoice. Service charge shall be applied only to the invoice cost from the service provider. The cost of pickup and delivery, if applicable, will be charged at the current labor rate.

3) **Parts**

Fleet administers and maintains parts contracts for maintenance parts for the UPD equipment. Fleet shall apply a markup charge to cover administrative overhead costs. The markup shall be applied only to the invoice cost of the parts charged by the supplier. The markup shall not be applied to shipping cost, fuel surcharges, or any other miscellaneous charges invoiced by the supplier. Fleet will provide the UPD details of how markup charges are calculated. The UPD maintains the right to audit any parts purchase to include all documentation showing invoicing, bids, markups, etc.

The UPD must also give approval prior to any tire changes that are done strictly due to wear depth.

4) **Shop Charges**

The incidental costs of doing business including consumable and shop supplies and environmental disposal fees shall be recovered through a shop charge per work order. The shop charge shall apply only to work performed by the Fleet shops.

5) Rates for Labor

Fleet will charge actual labor performed on a work order except in the case where a flat rate has been assigned to the task performed. Fleet will continue to expand flat rate charges at an agreed upon rate by both the County and the UPD.

6) Road Call Charges

The overhead costs associated with providing field service work (any site other than Fleet shops) include vehicle depreciation, replacement, maintenance, fuel, special tools and equipment required to perform field service work, consumable and incidental supplies and environmental disposal fees. Fleet will ensure that the UPD receives road call service within one hour of the call.

7) High-Pressure Wash

Fleet will make its truck wash facility available to the UPD and charge the UPD a per-wash fee. UPD employees will be assigned a number to access the wash. Fleet will invoice those charges to the UPD monthly.

8) Credits

Fleet shall pass along to the UPD any credits which might be obtained by the Fleet for insurance subrogation, manufacturer rebates, vendor credits, or any other type of refunds or credits eligible for work or service performed on behalf of the UPD's vehicles or equipment by Fleet.

9) Training

Fleet mechanics will be manufacturer-trained and certified to work on the UPD trucks and equipment. If the UPD requests that Fleet staff attend trainings provided by vendors or otherwise above the required training and certification level identified by Fleet, the UPD will be responsible for the cost of travel including airfare, ground transportation, lodging, meals and incidentals related to the training.

10) Warranty

Fleet shall provide a ninety (90) day or 3,000-mile warranty, whichever comes first, on parts and labor performed by Fleet. Electrical parts shall be excluded and subject to manufacturer warranties if applicable. When applicable, manufacturer's warranty will be given to include the cost of parts and labor, where the warranty exceeds the 90 days/3,000 miles, granted by Fleet.

11) Fleet-Managed Contracts

Fleet will make available services and procurement through its contracts for the UPD on an as-needed basis.

12) Fleet Equipment and Vehicle Management and Consulting

County will charge a yearly fee per vehicle to cover the administrative costs of vehicle management including the following:

- Managing replacement fund balance per vehicle
- Providing financial information to UPD's fiscal staff for cash flow analysis
- Fleet Management consulting
- Providing a semi-annual report, recommending the most efficient life cycle of all pieces of fleet equipment owned by UPD
- Providing replacement recommendations
- Providing inflationary market analysis, trends and recommendations
- Providing residual value market analysis, trends and recommendations
- Providing replacement data management and recommendations
- Providing recommendations for vehicle standardization by class and service needs
- Recommendations for the up-fitting of vehicles
- Database Management
- Providing preventive maintenance programs and reports
- Providing utilization reports
- Disposal of vehicles and associated contractual cost
- Preparing specifications using PC Car Book manufacturing specification vehicle build codes
- Purchasing vehicles and equipment, upon UPD approval

- Preparing non-contracted specifications, ordering vehicles and equipment
- Annual registration fee

Not included are the cost for travel, including airfare, ground transportation, lodging, meals and incidentals related to the specialty equipment requiring mid-build visits or final inspections prior to delivery.

13) License and Registration

Fleet will provide vehicle licensing and registration for the UPD vehicles and provide plates, stickers, and relevant records to the UPD Fleet Manager.

14) Motor Pool

Fleet maintains a pool of rental vehicles from which the UPD can access short or long-term rentals. Standard vehicles and some specialty vehicles and equipment are maintained in this pool. A rental charge and mileage fee is applied.

15) Purchasing Used Vehicles

If the UPD determines that purchasing used Fleet equipment or vehicles, or Fleet determines that purchasing used UPD equipment or vehicles, would meet the needs of the either party, the following process and fees shall be applied:

- Fleet shall determine the value of the equipment or vehicle based on NADA and local market adjustment where applicable.
- Sales agreement will be signed by both parties.

Fleet Management 2020 Billing Rates

Name of Fee	2020 Rate	
Labor Rate		
Light Duty Shop	\$94.00	per hour
Hvy duty/Hvy Truck Shops	\$105.00	per hour
Lube Shop	\$80.00	per hour
Shop Fee	12.00%	of labor
Parts Markup	24%	of part cost
Tire Markup	15%	of tire cost
Sublet processing only	10%	max \$1,000
Managed Fuel Site	\$0.22	per gallon
Non-Managed Fuel Site	\$0.15	per gallon
Driver Training	\$20.00	per test
Annual Vehicle Inspection	1 hour	labor rate
Road Call	1.25 X	labor rate during road call
Customer Requested Overtime	1.25 X	labor rate for OT
After hour fuel call out	2 hour	Surcharge
Fleet software/equipment consulting	\$50.00	per vehicle per year
MOTOR POOL		
Bus	\$150.00	per day
Full Size Pick-up	\$106.00	per day
Full Size Sedan	\$39.00	per day
Standard Sedan	\$34.00	per day
Small SUV	\$65.00	per day
Mini van	\$60.00	per day
mileage rate	\$0.25	per mile
Facility Lease	\$30,810	per year

ATTACHMENT B
Interlocal Agreement Between
UPD and
Salt Lake County (Information Technology)

Provide and maintain trained personnel, facilities, and equipment to provide the following services. The level of service agreed to each year will be included on the pricing sheet:

1) Remote Access

Secure remote access service to a County IT resource or system. Secure mobile remote access is provided through an enterprise class installation of a best of breed system. Access to UPD or County IT resources and systems can be provided from any location where a broadband connection is available.

2) Forensics

IT security professionals work with customers on their IT forensic needs. Investigation of employee AUP violations and computer system misuse are conducted confidentially. Computer scans are performed as requested by the UPD.

3) Regulatory Compliance

IT Security professionals are available to help the UPD understand IT security regulations including PCI compliance. The County will provide the UPD with needed coverage for its cyber security needs in relation to any issues that may be caused by the County. While County may advise the UPD on regulatory compliance issues, UPD is solely responsible for its own compliance.

4) Web Hosting

Hosting and support of intranet and internet sites.

5) GIS License Hosting

IT hosts a number of concurrent licenses for ESRI desktop and web products. IT will advise UPD in the selection of appropriate licensing needs in accordance with current ESRI agreements. IT will provide GIS server and application integration via available API and SQL services at current service rates.

6) Database Hosting

Provide both shared and dedicated database hosting for UPD databases. The data is available for ad hoc reporting or can be accessed via applications.

7) Application Development/Support

Provide custom application development and support to meet the needs of customers. This service includes the full range of application development activities, including analysis, design, programming, integration with existing systems and data conversions. The major technologies used for development and which are supported are noted in our current rate sheet. Technologies not listed on rate sheets may not be supported or supportable. This service also provides support and customization for systems purchased from outside vendors.

8) Solutions Consulting

Consulting on Application Services Projects as requested by the UPD and at a rate agreed upon by both parties.

9) Solutions Project Management

Project Management Services as requested by the UPD and at a rate agreed upon by both parties.

10) Voice & Data Design and Consulting

Access to shared servers, printers, and applications that reside on the County network as well as access to the County internal phone system which includes 4 or 5-digit dialing to peers, voicemail, call detail, PSTN access, long distance, etc.

11) Network Administration

Install, maintain and repair a variety of network services including Cisco routers, switches and other associated communications equipment. Monitor and analyze performance. Respond to problems and coordinate timely repair of circuit outages. Deployment of network products, operational support of network products, network tuning and network diagramming. Equipment that is not currently part of the IT Standards list (approved through TAB) can only be supported on a “Best Effort” basis.

12) WAN/LAN

IT operates a County “Wide Area Network” (WAN) that connects remote locations to the County Data Centers using routers and circuits provided by a variety of telecommunications companies. This type of connection can give remote location users access to the Internet, email, file shares and other network resources. IT will provide advice and hand provisioning of Internet and Telephone circuits at the request of the customer. IT charges for these circuits as a pass through plus overhead costs. IT operates a “Local Area Network” (LAN) in most County owned facilities using switches. Some of these LAN’s connect through the WAN to County data centers for access to internet, email, file shares and other network resources. LAN speeds can be 10/100 or 1Gbs. WIFI service may be provided at any County operated facility. WIFI access points may be purchased by the customer through IT and integrated into IT networks.

13) Storage

Enterprise Storage service offers several technologies including SAN, Mainframe disk, and Mainframe virtual tape storage and Cloud environments.

14) Backup

Backup service allows for the protection of Customer data and is provided for all network accessible systems and file services.

15) Emergency Support

IT acts as the first point of contact to assist UPD staff with support of workstation hardware and software.

16) Desktop Support

Ordering, installation, configuration and maintenance of workstation hardware and software. The UPD will have access to the County’s Help Desk for ongoing support and problem resolution.

17) Laptop Support

Ordering, installation, configuration and maintenance of laptop hardware and software. The UPD will have access to the County’s Help Desk for ongoing support and problem resolution.

18) Mobile Device Support

Installation, configuration and maintenance of mobile device hardware and software.

19) Server Support

Standard and custom-built Microsoft Windows servers to meet the specific needs of customers and/or third-party vendors.

20) E-Mail

Administration of the UPD's email messaging systems.

21) Professional Services

Consulting services offered by IT Professional Services Group as requested by the UPD at a rate agreed upon by both parties.

22) Rate Consideration

The attached rates are anticipated based on the requested budget. Actual rates will be charged based on the appropriated budget.

ATTACHMENT C

Interlocal Agreement Between Unified Police Department And Salt Lake County Surveyor

All personnel, equipment, supplies and support services necessary to provide the following:

- 1) Mapping and GIS Services to include but not limited to: \$45.00 per Hour
 - a) Emergency response mapping support
 - b) Aerial imagery consultation
 - c) Exhibit preparation
 - d) Custom mapping
 - e) GIS consultation services
 - f) FCOZ mapping
 - g) GIS data creation

- 2) Property Site Surveys to include but not limited to: \$135.00 per Hour*
 - a) Boundary/Cadastral survey
 - b) ALTA/NSPS surveys
 - c) Encroachment investigative surveys
 - d) Forensic surveys
 - e) As-Built surveys
 - f) Topographical surveys
 - g) Right of Way surveys
 - h) Control surveys
 - i) Volume calculation

- 3) Other County Surveyor Services to include but not limited to: \$60.00 per Hour
 - a) Boundary/Legal descriptions preparation & review
 - b) Boundary, Ownership and Right of Way analysis
 - c) Subdivision and/or street dedication plat review
 - d) Boundary line adjustments
 - e) Parcel consolidation review
 - f) Review of real estate descriptions
 - g) Unmanned Aerial Vehicle Services (drone)
 - h) Final Local Entity Plat, preparation/review
 - i) Management of survey consultants

*Assumes a 3-person crew. Cost may vary depending on needs and scope of work. Variables will be discussed and communicated with the client.

ATTACHMENT D

**Interlocal Agreement
Between
Unified Police Department
And
Records Management and Archives**

Salt Lake County's Records Management and Archives agrees to provide and maintain trained personnel, facilities and equipment to provide the following services:

Services Description	Rate
1. Storage of Records at the County Records Center	\$.08 per box/per month
2. Accession of Records – preparing incoming records for storage at the Records Center	\$27.00 per box
3. Retrieving records when requested by the UPD and re-filing after use	\$41.00 per record
4. Destructions- Destruction of records after retention schedule has been met	\$37.00 per box

A record is defined, per UCA 63G-2-103 (22), as a book, letter, document, paper, map, plan, photograph, film, card, tape, recording, electronic data, or other documentary material regardless of physical form or characteristics:

- i. That is prepared, owned, received, or retained by a governmental entity or political subdivision; and
- ii. Where all of the information in the original is reproducible by photocopy or other mechanical or electronic means.

ATTACHMENT E

**Interlocal Agreement
Between
Unified Police Department
And
Facilities Management**

Salt Lake County Facilities Management agrees to provide and maintain trained personnel, facilities and equipment for the following services:

1) Courier Services

- a. Courier Services between the Government Center and UPD locations are currently being provided as part of the State Mail service at State Mail published rates. No additional charges are added for coordination efforts made by Facilities. Should State Mail not be able to service a specific location, County's Facilities Management can still provide, as needed, the mail services between the Government Center and the following locations:
 - i. Millcreek Precinct
 - ii. Holladay Precinct
 - iii. Taylorsville Precinct
 - iv. Oquirrh Precinct *(Kearns) RMC*
 - v. Midvale District
 - vi. Magna Precinct
- b. Courier deliveries will take place on the same schedule as they are currently occurring.
- c. Costs for a courier drop are on the same schedule as they are currently occurring.

2) Other Facilities Management services are as follows:

TRADE	RATE
Carpentry	\$50.00 per hour
Electrician	\$70.00 per hour
Plumber	\$75.00 per hour
HVAC	\$100.00 per hour
Project Management	\$100.00 per hour
Locksmith	\$80.00 per hour
Custodial	\$40.00 per hour
General Labor	\$40.00 per hour
Printing Services	See # 3

3) Printing Services

- a. Provide and maintain trained personnel, facilities and equipment to provide the printing services to UPD:
 - i. A wide variety of printing/copying services to include black and white copies, full color copies, Offset ink printing, high speed production copies, paper cutting, drilling, binding, folding, laminating, perforations, scoring and numbering, photo and digital plate making, CD and DVD replication and layout and design consultation services.

- ii. Printing Services will bid out all jobs on an individual basis. All fees for such services shall be agreed upon in writing upon the request for such printing/copying prior to the provision of any such services.