

RESOLUTION NO. _____, 2025

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT TO
SHARE COSTS AND RESOURCES TO IMPROVE THE INVESTIGATION AND
PROSECUTION OF DOMESTIC AND SEXUAL VIOLENCE CASES**

THE LEGISLATIVE BODY OF SALT LAKE COUNTY RESOLVES AS FOLLOWS:

RECITALS

Whereas, the County, through the Salt Lake County District Attorney's Office, Survivor and Victim Services Division (DAO), applied for and was awarded a \$500,000 grant by the United States Department of Justice, Office of Violence Against Women to enhance investigation and prosecution of domestic violence, dating violence, sexual assault and stalking (EIP Initiative), (Assistance Listing Number 16.590)(OMB Number 1122-0020); and,

Whereas, the County intends to expend the grant funds to foster greater effectiveness, accountability, transparency, and building of community trust related to the investigation and prosecution of domestic violence, dating violence, sexual assault, and stalking cases; and,

Whereas, the County will fulfill the terms of the grant by funding a full-time position that will be staffed by an experienced law enforcement officer to act as an investigator/liaison to build effective relationships with law enforcement personnel responsible for investigating sexual violence (SV) and domestic violence (DV) crimes and to work as a resource on complex and high-risk cases. This officer will also research, design, and implement training for law enforcement officers assigned to domestic violence and sexual violence cases to teach effective methods to put together DV and SV cases for successful prosecution; and,

Whereas, the Unified Police Department (UPD) has agreed to commit one of its officers to provide the services required by the County to fulfill the terms of the EIP Initiative grant and the County has agreed to reimburse UPD for the officer's time; and,

Whereas, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, permits local governmental agencies to enter into agreements to share resources in order to more efficiently provide services for the unincorporated County and municipalities within Salt Lake County;

RESOLUTION

NOW THEREFORE, be it resolved by the Salt Lake County Council that the INTERLOCAL COOPERATION AGREEMENT, Attachment A, for payment to the UPD in exchange for one of its officers to act as liaison and instructor to assist with DV/SV cases and train law enforcement in best practices to enable successful prosecution of DV/SV crimes is approved and the Mayor authorized to execute the same.

APPROVED and ADOPTED this _____ day of _____, 2025.

SALT LAKE COUNTY COUNCIL

By: _____
Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

Reviewed and Advised
as to Form and Legality

Deputy District Attorney

Council Member Bradshaw voting	_____
Council Member Harrison voting	_____
Council Member Moreno voting	_____
Council Member Pinkney voting	_____
Council Member Romero voting	_____
Council Member Stewart voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____
Council Member Winder-Newton voting	_____

ATTACHMENT A

County Contract No. _____
District Attorney No. _____

**INTERLOCAL AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
THE UNIFIED POLICE DEPARTMENT**

This Agreement is effective as of May 1, 2025, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”), and the UNIFIED POLICE DEPARTMENT (“UPD”), a political subdivision of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 through -314. The County and UPD are sometimes referred to as the “Parties.”

RECITALS

Whereas, the County, through the Salt Lake County District Attorney’s Office, Survivor and Victim Services Division (DAO), applied for and was awarded a grant by the United States Department of Justice, Office of Violence Against Women to enhance investigation and prosecution of domestic violence, dating violence, sexual assault and stalking (EIP Initiative), (Assistance Listing Number 16.590)(OMB Number 1122-0020); and,

Whereas, the County intends to expend the grant funds to foster greater effectiveness, accountability, transparency, and building of community trust related to the investigation and prosecution of domestic violence, dating violence, sexual assault, and stalking; and,

Whereas, the County has determined to fulfill the terms of the grant by funding a full-time position that will be staffed by an experienced law enforcement officer to act as an investigator/liaison to build effective relationships with law enforcement personnel responsible for investigating sexual violence (SV) and domestic violence (DV) crimes and to work as a resource on complex and high-risk cases. This officer will also advise on complex, high-risk cases, research, design, and implement training for law enforcement officers assigned to domestic violence and sexual violence cases to teach effective methods to put together DV and SV cases for successful prosecution and with a victim centered approach.; and,

Whereas, the UPD has agreed to commit one of its employees to provide the services required by the County to fulfill the terms of the EIP Initiative grant and in accordance with the terms and conditions set forth in this Agreement; and,

Whereas, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, permits local governmental agencies to enter into agreements to share resources in order to more efficiently provide services for the unincorporated County and municipalities within Salt Lake County;

NOW, THEREFORE, pursuant to the mutual covenants and promises set forth in this Interlocal Agreement, the County and UPD agree as follows:

1. Scope of Services.

- a. The UPD agrees to provide Sergeant Robert Scott or other personnel agreed to by UPD and the DAO to perform duties required by the terms of the EIP Initiative grant as determined and requested by the DAO, full-time, forty (40) hours per week, from May 1, 2025 through September 30, 2027. The Parties may extend this period by mutual agreement in the event the DAO obtains additional funding or funds the program with County funds. The duties may include but are not limited to:
 - Assist in determining goals and implementing plans to achieve the goals and directives of the DAO as it relates to DV and SV prosecution and victim-centered support and collaboration with the Salt Lake City Police Department, the South Jordan Police Department, the West Jordan Police Department, The Draper City Police Department, the Riverton City Police Department, the Young Women's Christian Association of Utah, and the Rape Recovery Center, collectively "Partner Agencies."
 - Identify best practices related to DV/SV prosecution and victim centered strategies.
 - Work on a process of continuous improvement for DV/SV cases by researching, identifying and working collaboratively to implement strategies at the DAO and with Partner Agencies.
 - Coordinate and communicate with law enforcement personnel engaged in DV/SV enforcement and Partner Agencies.
 - Actively advise Partner Agencies, law enforcement personnel, DAO attorneys and Survivor & Victim Support Services employees on DV/SV cases.
 - Be an on-site resource to demonstrate strategies on open DV/SV cases to smaller jurisdictions for complex DV/SV cases.
 - Develop and provide training for DV and SV sergeants, lieutenants and detectives regarding investigation/information gathering strategies that will lead to more successful prosecution.

2. Finance.

- a. UPD will provide all necessary administrative support, police equipment, and training needed to maintain the Peace Officer Certification of Sgt. Scott or any other officer assigned to fulfill the requirements of this Interlocal Agreement if needed. UPD will cover all costs related to any employee assigned under this Interlocal Agreement.
- b. County will reimburse UPD for services provided pursuant to this Interlocal Agreement using EIP Initiative grant and County funds as follows:

<u>Period</u>	<u>Total Cost</u>
May-June 2025	\$ 30,382
July-September 2025	\$ 51,864
October-December 2025	\$ 51,864
January-March 2026	\$ 51,864
April-June 2026	\$ 51,864
July-September 2026	\$ 58,513
October-December 2026	\$ 58,513
January-March 2027	\$ 58,513
April-June 2027	\$ 58,513
<u>July-September 2027</u>	<u>\$ 65,546</u>
Total	\$537,436

This anticipated fee schedule is based on Sgt. Scott's current salary and benefits as of March 2025 and includes projected increases at the beginning of each UPD fiscal year starting in July of 2025 of 5% salary increase and 12% medical insurance increase. UPD shall submit to County documentation reflecting the actual budgetary increases, if any, within thirty (30) days of the approval of any future fiscal year budget. The anticipated fee schedule above will be adjusted accordingly for that fiscal year to reflect the actual reimbursement amount to be provided to UPD.

UPD shall submit an invoice for payment no later than thirty (30) days after the end of each quarter. If Sgt. Scott is replaced as the UPD employee assigned to perform duties pursuant to this Interlocal Agreement, the reimbursement amounts will be adjusted accordingly to account for that individual's salary and benefits using the same formula.

3. Duration and Termination. County and UPD agree that this Agreement shall commence and be effective as of May 1, 2025, and shall continue for a term of five (5) years. It may be extended for an additional five (5) years by mutual written agreement of County and UPD.

County and UPD further agree that either party has the right to terminate this Agreement without cause upon ninety (90) days written notice to the other party. In the event of termination without cause or for convenience of either party, County and UPD agree that said termination will not be deemed a termination for default nor will it entitle either party to any rights or

remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. Liability and Indemnification. Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the parties agree as follows:

(a) This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

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

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

(d) Except as otherwise specifically provided herein, 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 Salt Lake County Mayor and the Chief of UPD. 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, or 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.

6. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

IN WITNESS WHEREOF, the Parties affix their signatures below.

SALT LAKE COUNTY

By: _____
Mayor Jennifer Wilson or Designee

Approved as to form and legality for
Salt Lake County:

By: _____

UNIFIED POLICE DEPARTMENT:

By: _____
Chief Jason Mazuran

Approved as to form and legality for UPD:

By: _____