

COOPERATIVE AGREEMENT

Between

SALT LAKE COUNTY

And

UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

This Agreement is entered into this ____ day of _____, 2024, between Salt Lake County, a body corporate and politic of the State of Utah (“County”) and the Unified Police Department of Greater Salt Lake (“UPD”), an interlocal entity and political subdivision of the State of Utah. County and UPD are individually referred to herein sometimes as a "Party" and collectively may be referred to as "Parties."

RECITALS

A. The County has been a member of UPD since 2010. Prior to joining UPD, the County owned and has continuously owned the Property and Evidence Building (P&E) located at 3510 South 700 West in South Salt Lake, Utah

B. The County, the County Sherrif, the SO and UPD are committed to the effective administration of justice for the cases they handle and recognize the importance of continued proper handling of evidence to serve public safety and the needs of the federal and State of Utah's criminal justice systems.

C. On July 1, 2024, the SO will take over management of the P&E building.

D. Consistent with the County’s management and the structural changes contemplated by HB 374, it is the UPD’s intent to move its property and evidence out of the P&E building within one year.

E. Pending the UPD’s removal of its property and evidence to a new location, the Parties agree to cooperate regarding use of the P&E building to increase efficiencies and more effectively promote criminal justice. The Parties have considered the benefits that may be realized by this collaboration and cooperative use of the P&E building.

AGREEMENT

Therefore, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. Management of Property and Evidence

The SO shall oversee management of the P&E building and its operations beginning July 1, 2024. (“Management Services”). The management and operation of the P&E building will be governed by this Agreement. The Salt Lake County Sheriff’s Property and Evidence Manager shall retain management and control authority over the building and shall have the right to manage all aspects of the facility. This responsibility includes the exclusive right to manage all Salt Lake County property and evidence, and the right, generally, to manage as necessary all property and evidence housed within the P&E building. Subject to reasonable County oversight, the UPD will have an on-site Property and Evidence Manager and no fewer than nine employees who will intake, catalog, store and release all UPD tagged or obtained property and evidence, including the transfer of this property and evidence to another location during the period of this agreement. The UPD employees will be responsible for the oversight of UPD property and evidence and shall be subject to all UPD personnel policies and procedures. SO employees and UPD employees shall work cooperatively and may assist each other in any work done in the P&E building. The UPD Property Manager will meet with and coordinate the storage location and ultimate transfer of UPD from the building.

2. Other Services and Costs

County agrees to leave in place all necessary office space in the P&E building, including parking, maintenance of existing equipment, shelving, refrigeration, office supplies, computers, desks, phones, IT services for County equipment, and other services needed to fulfill the duties outlined in this Agreement. UPD agrees to provide all UPD employee compensation, benefits, liability and workers compensation insurance, HR services, and the maintenance of all relevant computer linkages and credentials for UPD employees to access supportive UPD systems such as: SLnet, Versadex, and Evidence.com.

County will bear any costs associated with moving county staff into the building and will pay all employee compensation and costs for County personnel. UPD will bear the costs of moving evidence and equipment from the P&E building. UPD presumes all equipment purchased by it UPD is owned by it and nothing in this agreement transfers ownership of that equipment to Salt Lake County nor is this Agreement intended to resolve all issues related to such equipment. The parties intend to memorialize a final agreement regarding such equipment at a later date.

3. Consideration

UPD shall compensate the County for expenses related to this agreement at the annual rate of Ninety-Six Thousand Dollars (\$59,000.00) in consideration of the cooperative use of the P&E building

and as a Management Services Fee. If UPD terminates this Agreement earlier as outlined below, UPD shall pay a prorated amount determined by the date it vacates the premises, The parties agree that this Agreement terminates the prior lease.

4. Term

This Agreement shall be for a minimum of six months but shall terminate no later than June 30, 2025. During the term of this Agreement, UPD may terminate this Agreement by giving the County ninety (90) days' prior written notice stating the reasons for the termination but such termination shall not occur prior to January 1, 2025. Such notice shall be sent to Salt Lake County's representative as designated in Section 7.j. If this Agreement is terminated, the County agrees to fully cooperate and coordinate all steps necessary to assure that UPD property and evidence is maintained until transferred to a new facility. UPD agrees that it will vacate any space in the P&E Building no later than the termination date.

5. Personnel

- a. UPD Employees. UPD Employees assigned to the P&E building ("UPD Employees") shall remain UPD employees and are entitled to receive all benefits available to UPD employees. UPD Employees will remain subject to all applicable Utah laws, UPD policies, and procedures after the effective date of this Agreement.
- b. Salary and Wages. UPD shall remain responsible for the payment of any salaries, wages, insurance benefits, mileage or other compensation to UPD Employees.
- c. Similar Treatment. UPD Employees will have access to all facilities where UPD property or evidence is stored or maintained.
- d. The SO agrees to meet with UPD Officials upon reasonable request. Unless otherwise modified in the future, the Salt Lake County Sheriff and Property and Evidence manager shall serve as the SO's designee.

6. Additional Provisions.

- a. No Separate Legal Entity. No separate legal entity is created by the terms of this Agreement. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained. Except as otherwise specifically provided herein, each party

shall be responsible for its own costs of any action performed pursuant to this Agreement, and for any financing of such costs.

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

a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.

h. Time of Essence. Time is of the essence in this Agreement.

i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within

three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at the following addresses:

<p>UPD:</p> <p>Unified Police Department of Greater Salt Lake 1330 E. Chambers St. Suite 220 Millcreek, UT 84106 (385) 468-8400</p> <p>Attn: Chief Jason Mazuran Email: jmazuran@updsl.org</p> <p>WITH A COPY TO:</p> <p>Unified Police Department of Greater Salt Lake – Legal Division 1330 E. Chambers St. Suite 220 Millcreek, UT 84106 (385) 468-9664</p> <p>Attn: Harry Souvall Email: hsouvall@updsl.org</p>	<p>COUNTY:</p> <p>Salt Lake County Sheriff's Office 3365 South 900 West Salt Lake City, UT 84119 (385) 468-9900</p> <p>Attn: Sheriff Rosie Rivera Email: rrivera@saltlakecounty.gov</p> <p>WITH A COPY TO:</p> <p>Salt Lake County District Attorney's Office - Civil Division 35 East 500 South, 5th Floor Salt Lake City, Utah 84114 (385) 468-7700</p> <p>Attn: Ralph Chamness Email: rhamness@slco.org</p>
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k. 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.

l. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 630-7-101, *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

m. 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 set forth in State statute, the County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances (200 I); 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 or County ordinances.

n. Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the subject matter in this document.

o. Independent Contractor-No Third-Party Beneficiaries. The relationship of County and UPD under this Agreement shall be that of an independent contractor status. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners or joint ventures. The parties agree that each party's obligations under this Agreement are solely to the other party. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

p. Non-Funding Clause. UPD intends to request the appropriation of funds to be paid for these services provided by County for UPD under this Agreement to be approved in the June 20, 2024 UPD Board meeting. This Agreement shall create no obligation on UPD as to succeeding fiscal years and shall terminate on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County, its successors, or its assigns, as to this Agreement, or any portion thereof, which shall automatically terminate.

q. Non-Assignment. UPD may not assign, in whole or in part, its rights or obligations under this Agreement nor agree to provide services to or on behalf of any other party without the consent of the County.

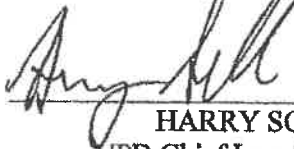
[Signature page to follow]

DATED this 20th day of June, 2024.

UNIFIED POLICE DEPARTMENT

By: 
CHIEF JASON MAZURAN

APPROVED AS TO FORM

By: 
HARRY SOUVALL
UPD Chief Legal Counsel
Date: 6-20-2024

SALT LAKE COUNTY

By: _____
MAYOR JENNY WILSON

ATTEST:

By: _____
County Recorder
Date: _____

SALT LAKE COUNTY SHERIFF

By: _____
ROSIE RIVERA

APPROVED AS TO FORM

By: _____
Salt Lake County District Attorney
Date: _____