

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE UNIFIED POLICE DEPARTMENT**  
**AND**  
**SALT LAKE COUNTY**  
**FOR SWAT OPERATIONS**

**THIS MEMORANDUM OF UNDERSTANDING (the "Agreement")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the UNIFIED POLICE DEPARTMENT ("the UPD"), a political subdivision of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101, *et seq.* (the "Act"), and SALT LAKE COUNTY, a political subdivision of the State of Utah (the "County"); the UPD and County being collectively hereinafter referred to as "Party" in the singular and "Parties" in the plural.

**RECITALS**

- A. The UPD provides law enforcement services to the residents of member municipalities in Salt Lake County (collectively "the UPD Service Area").
- B. The UPD operates a SWAT team (the "UPD SWAT Team") that serves its member political entities.
- C. The County is reconstituting its patrol division for the unincorporated areas of Salt Lake County, including the canyons and west side recreation areas and desires to integrate some of its deputies into the UPD SWAT Team.
- D. The Parties declare that there is a continuing community-wide need to

maintain an integrated SWAT team that will allow the UPD and the County to combine and share collective capabilities and resources. It is also in the interests of both entities that the SWAT team members who previously were employed by UPD and who are now employed by the County continue to work together.

E. The formation of an integrated SWAT team is a matter of citizen and officer safety and is in the best interest of the public, law enforcement officers, the County and the UPD.

F. Pursuant to the authority granted to political subdivisions of the state by the Act, the County desires to enter into this Agreement to join the UPD SWAT Team to form an integrated SWAT team (the "Integrated Team").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Description of SWAT Personnel.** The County shall provide One (1) sergeant to serve as team leader, and Six (6) to Ten (10) deputies to serve as tactical operators and members to serve as crisis negotiators to the Integrated Team. The County will ensure the candidates designated as crisis negotiators have been properly trained and certified as determined by UPD. Acceptance of candidates as tactical operators will be subject to approval by the UPD before being accepted as members of the Integrated Team. Of the County deputies accepted by the UPD as tactical operators, the County will designate one as an Assistant Team Leader subject to approval by the UPD. The County will also designate a member of the County Sheriff's Office of rank lieutenant or higher to act as a liaison with

SWAT Command. The liaison must possess authority to make critical decisions on behalf of the County regarding personnel, equipment needs, and training expenses.

2. **Description of SWAT Services.** The Integrated Team shall provide the UPD and the County hazardous law enforcement services including, but not limited to, response and mitigation of high-risk situations such as hostage rescue, armed barricaded subjects, sniper situations, downed officers or citizens, and/or crisis negotiations. Further, the Integrated Team may provide the UPD and the County with non-emergency services including, but not limited to, dignitary protection, no-knock search warrant services, and service of other high-risk search and/or arrest warrants.

3. **Assignment of UFA Paramedics.** It is agreed and understood by the Parties hereto that Unified Fire Authority ("UFA") paramedics may be attached to the Integrated Team during the term of this Agreement.

4. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein. The County will provide use of the Special Operations building to house UPD SWAT personnel. One UPD SWAT sergeant and one UPD SWAT officer shall be housed in a shared office. The UPD Tactical Commander (Lieutenant) shall be housed in a nearby workspace. Existing UPD SWAT equipment shall also be housed in Special Operations with 24-hour access free of rent. Any changes to UPD SWAT personnel housed in Special Operations shall require consultation with the Sheriff's Office Administration.

UPD will have an equipment manager whose office will be outside of Special Operations. This equipment manager is the only person authorized to repair SWAT Team Equipment. UPD will provide and pay for personally assigned equipment for no more than 10

County SWAT members. Salt Lake County will pay to equip other County SWAT members.

5. **Effective Date.** This Agreement shall become effective when the Parties each execute an original or copy of this Agreement as required by law.

6. **Term.** This Agreement shall be effective upon execution by both parties and shall continue for a period of one (1) year from the date of execution ("Term"), with the UPD and the County reserving the right to terminate without penalty at the end of the first year by providing written notice to the other party no later than sixty (60) days before the end of the Term of this Agreement. This Agreement shall renew automatically for five (5) additional one (1) year periods, with the UPD and County reserving the right to terminate this Agreement by written notice to the other party no later than sixty (60) days before the end of each additional one (1) year period.

7. **Termination.** Pursuant to Utah Code Ann. § 11-13-206(1)(a) and notwithstanding anything to the contrary, either Party may terminate this Agreement at any time, with or without cause, by giving one hundred eighty (180) days prior written notice to the other Party.

8. **Equipment and Facilities.** The Parties will continue to own and maintain their individual facilities, apparatus and equipment. The Parties shall furnish and supply all appropriate and necessary basic equipment, training materials and ammunition to their own participating Integrated Team operators. All equipment provided by the Parties to their own participating Integrated Team operators remains the property of each respective Party. However, equipment provided by the UPD to the County shall remain the property of the UPD. The UPD Firearms staff will maintain and service all SWAT weapons. Qualified County range staff may service UPD weapons when required. All equipment shall meet the requirements set

forth in the SWAT Operations Manual - Special Operations and Tactics (the "SWAT Policy Manual").

9. **Command Structure.**

(A) **SWAT Command.** The UPD SWAT Commander (the "SWAT Command") is a Lieutenant or designee who is responsible for the administration and coordination of the Integrated Team. The SWAT Command shall be responsible for the overall SWAT operation and shall maintain absolute command of the Integrated Team in all tactical situations. The SWAT Command may designate someone to act as the SWAT Command in ~~his/her~~ their absence.

(B) **Incident Command.** When the Integrated Team operates inside the corporate limits of the County or when serving a County warrant, the County may be Incident Command. The UPD shall be Incident Command during all other situations. Responsibilities of Incident Command shall include, but are not limited to, conducting crowd control, directing crime scene processing, arranging transportation of prisoners, disbanding personnel and resources, and coordination of incident documentation.

(C) **Cross Jurisdictional Authority.** Integrated Team supervisors shall have authority across agency lines. County supervisors shall work under the direction of the SWAT Command. Integrated Team supervisors shall be selected from the entire Integrated Team pool and may be from either agency.

10. **Training.** The Parties shall use the current UPD training schedule as outlined in the SWAT Policy Manual. The training curriculum shall be established by the Integrated Team leadership with input from the County. A training calendar will be distributed biannually. All Integrated Team members shall have equal access to training opportunities for

specialty positions. However, costs for Integrated Team members to attend specialized training not provided by the UPD shall be paid for by the respective law enforcement agency of the Integrated Team member(s) attending the specialized training.

11. **Personnel.** The UPD standards set forth in the SWAT Policy Manual shall be used to select operators for the Integrated Team. The Parties shall maintain a roster of all tested and ranked candidates. In the event that the UPD must reduce the number of operators, reduction shall be made through attrition.

12. **Policy.** The Parties shall comply with the UPD SWAT policies set forth in the SWAT Policy Manual. The Parties shall use the UPD "Threat Assessment" to determine situations requiring SWAT. A copy of the "Threat Assessment" will be provided to the County prior to execution of this Agreement.

13. **SWAT Policy Manual.** A copy of the SWAT Policy Manual shall be provided to the County before execution of this Agreement. The SWAT Policy Manual was created specifically for criminal and law enforcement purposes. Disclosure of the manual may jeopardize the life or safety of SWAT Team operators. The SWAT Policy Manual shall be considered a Protected Record under the Government Records Access and Management Act, Utah Code Ann. § 63G-2305.

14. **Insurance.** The Parties shall be solely responsible for providing workers' compensation, benefits, overtime and payroll for its own employees who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. Each Party shall secure workers' compensation benefits for its employees performing services under this Agreement consistent with Utah Code Ann.

§§34A-2-201 to -212 (1953 as amended). Nothing in this Agreement shall be construed as intending to create a double coverage for insurance.

15. **Immunity Act Defenses.** The UPD and the County are both governmental entities as set forth in the Utah Governmental Immunity Act, §§ 63-30-101 to -904 (1953 as amended) (the "*Immunity Act*"). The Parties mutually agree that the Parties are responsible and liable for their own wrongful and negligent acts that are committed by them or their agents, officials, or employees. 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 laws. The Parties agree to assume any and all legal costs for their own defense.

16. **Claims and Liability Waiver.** To the extent permissible by Federal or State law, policy, or procedure, each Party waives all claims against the other Party arising out of any loss, damage, personal injury, property damage, or death to employees or property of the Parties hereto occurring as a consequence of providing or not providing services, under the terms of this Agreement.

17. **Non-Funding.** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each party's fiscal year, which is either June 30<sup>th</sup> or December 31<sup>st</sup>. Each Party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on

the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

18. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

UPD: Chief Jason Mazuran  
Chief of Police  
Unified Police Department  
1330 E. Chambers Ave.  
Suite 200  
Millcreek, UT 84106

With a copy to: Harry Souvall  
Chief Legal Counsel  
Unified Police Department  
1330 E. Chambers Ave.  
Suite 200  
Millcreek, UT 84106



County: Sheriff Rosie Rivera  
Salt Lake County Sheriff  
Sheriff's Office Building  
3365 South 900 West  
Salt Lake City, UT 84119

With a copy to: Salt Lake County District Attorney  
35 East 500 South  
Salt Lake City, UT 84111

19. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing during any such litigation, the UPD and the County shall continue to provide integrated SWAT services in accordance with the terms of this Agreement.

20. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

21. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

22. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

23. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings

pertaining thereto.

24. **Time.** Time is of the essence.

25. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

26. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

27. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

28. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of

this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

30. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

31. **Approval by Attorney.** This Agreement shall be submitted to the authorized attorneys for the UPD and County for approval as to form.

32. **No Interlocal Entity.** Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that they do not by this Agreement create an interlocal entity.

IN WITNESS WHEREOF, the UPD, by resolution of its Board, a certified copy of which is attached hereto, caused this Agreement to be signed by its chief executive officer or designee and attested by its clerk, and the County by resolution duly adopted by its county council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

UNIFIED POLICE DEPARTMENT

By: \_\_\_\_\_  
CHIEF JASON MAZURAN

APPROVED AS TO FORM

By: \_\_\_\_\_  
HARRY SOUVALL  
UPD Chief Legal Counsel  
Date: \_\_\_\_\_

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