

RESOLUTION NO. _____, 2021

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL
APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION
AGREEMENT WITH THE STATE OF UTAH ADMINISTRATIVE
OFFICE OF THE COURTS FOR NCIC REVIEWS AND PSA
CALCULATIONS BY
SALT LAKE COUNTY CRIMINAL JUSTICE SERVICES PRETRIAL
SERVICES**

WITNESSETH

WHEREAS, Salt Lake County (“County”) and the State of Utah Administrative Office of the Courts (“AOC”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (“Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act also authorizes a taxing entity to share its tax and other revenues with other public agencies; and

WHEREAS, County and AOC desire to enter into an Interlocal Agreement attached hereto as “**ATTACHMENT A**” to collaborate and provide National Crime Information Center (“NCIC”) reviews and Public Safety Assessment (“PSA”) calculations by Salt Lake County Criminal Justice Services Pretrial Services; and

WHEREAS, AOC will provide funding to County in an amount not to exceed **\$1,044,545.00** over the term of the Agreement for two full time employees to assist in fulfillment of the responsibilities of the underlying Agreement; and

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the State of Utah Administrative Office of the Courts is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2021.

Steve DeBry, Chairperson

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Stringham
Council Member Bradley
Council Member Bradshaw
Council Member Alvord
Council Member Newton
Council Member Granato
Council Member Debry
Council Member Theodore
Council Member Snelgrove

APPROVED AS TO FORM:

APPROVED AS TO FORM: Liam M. Keogh
Digitally signed by APPROVED AS TO FORM: Liam M. Keogh
Date: 2021.01.11 08:39:50 -0700

Deputy District Attorney

ATTACHMENT A

**Interlocal Cooperation Agreement between Salt Lake County
and the State of Utah Administrative Office of the Courts**

INTER-LOCAL AGREEMENT
Between
SALT LAKE COUNTY
And
THE UTAH ADMINISTRATIVE OFFICE OF THE COURTS
For
**NCIC Reviews and PSA Calculations by
Salt Lake County Criminal Justice Services Pretrial Services**

THIS INTERLOCAL COOPERATION AGREEMENT (Interlocal Agreement) is made and entered into this _____ day of _____, 2021, between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of its Division of Criminal Justice Services (COUNTY), and the Utah Administrative Office of the Courts, a governmental entity of the State of Utah (AOC), pursuant to the Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et.seq. COUNTY and AOC are jointly referred to as the "Parties."

Purpose:

The purpose of this Interlocal Agreement is to set forth the responsibilities of the Parties as they pertain to review by the jail screening unit of national criminal history information and recalculations of Public Safety Assessments (PSAs). This Agreement does not establish an interlocal entity to conduct the cooperative undertaking described in this Agreement. No real or personal property will be acquired or held in the performance of this cooperative undertaking.

Term:

The term of this Interlocal Agreement is from January 1, 2021 through December 31, 2025. The parties may, at the end of the initial term of this Agreement, renew the Agreement in one-year increments.

AOC agrees to:

1. Provide automated PSAs to the jail screening unit electronically that the AOC has identified as potentially involving out-of-state criminal history information. PSAs shall be pre-calculated with Utah state criminal history information, and information included in the AOC's case management system.
2. Provide a mechanism for the jail screening unit to electronically rescore PSAs based on their review and analysis of information in the National Crime Information Center database.
3. Provide a copy of recalculated PSAs to the jail screening unit electronically.
4. Provide funding for two full time employees (FTEs) (including the necessary equipment, supplies, and related personnel costs) as detailed below for Year 1, and the estimated yearly rates as stated below for Years 2-5, with a 5-year total budget not to exceed

\$1,044,545.00. Annual amounts may be paid in full at the beginning of each year, upon the receipt of an invoice from COUNTY.

Year 1:

Salary: \$113,911.00
Benefits: \$ 70,596.76
Operating: \$ 4,742.33
Admin Charge: \$ 8,763.91
Total: \$198,014.00

Year 2: \$201,914 **Year 3:** \$207,946 **Year 4:** \$216,114 **Year 5:** \$220,557

COUNTY agrees to:

1. Review, analyze, and recalculate all PSAs sent by the AOC to the jail screening unit electronically that the AOC has identified as potentially involving out-of-state criminal history information, including PSAs for individuals in the state of Utah arrested or detained outside of Salt Lake County. PSA reviews and recalculations shall be conducted on a 24-7-365 basis, and each PSA review and recalculation must be completed within 7 hours of the date and time the PSA was electronically submitted by the AOC to the jail screening unit.
2. With all services provided, Salt Lake County Criminal Justice Services (CJS) will adhere to the proper use and disclosure of personal criminal history information as obtained from the Utah Bureau of Criminal Identification and the National Crime Information Center database maintained by the Federal Bureau of Investigation.
3. Immediately notify the AOC of any technological or other issues that may affect COUNTY's ability to comply with the terms of this Agreement, or with the jail screening unit's ability to accurately recalculate PSAs.
4. Send payment request invoices to the AOC at the following address:
Utah Administrative Office of the Courts
Attention: Finance Director
P.O. Box 140241
Salt Lake City, UT 84114-0241

Additional Interlocal Act Provisions. In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

1. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
2. Joint Board. As required by Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the court's Judicial Council

Chairperson or designee. The County and Court designees may, by mutual agreement, develop another process in place of a Joint Board to administer this Agreement.

3. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained other than as outlined in this Agreement.
4. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for COUNTY and AOC in accordance with Utah Code Ann. § 11-13-202.5.
5. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

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

1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Amendment. This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement.
8. Time of Essence. Time is the essence in this Agreement.

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

10. Confidentiality. If Confidential Information is disclosed by either Party to the other, the receiving Party shall: (i) advise its agents, officers, employees, and partners of the obligations set forth in the records access rules outlined in the Code of Judicial Administration; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. The Parties will promptly notify each other of any potential or actual misuse or misappropriation of Confidential Information.

The Parties shall each be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. The Parties shall indemnify, hold harmless, and defend each other, including anyone for whom a Party is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by a Party or anyone for whom a Party is liable.

Upon termination or expiration of this Agreement, each Party will return all copies of Confidential Information to the other Party or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Agreement.

11. 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 their respective addresses.

12. 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.

13. Assignment. COUNTY may not assign, transfer, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of AOC.

14. Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts that it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

15. Changes in Scope. Any changes in the scope of the Services to be performed under this Agreement shall be in the form of a written amendment to this Agreement, mutually

agreed to and signed by both parties, specifying any such changes, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

15. Termination. This Agreement may be terminated by either party without cause (for convenience), in whole or in part, in advance of the specified expiration date, upon thirty (30) days written termination notice being given to the other party; or at any time, by mutual agreement in writing.

IN WITNESS WHEREOF, the parties execute this contract on this _____, day of _____, 2021.

SALT LAKE COUNTY

By: _____
Mayor Jenny Wilson or Designee

DEPARTMENT APPROVAL

By: Kele Griffone
Kele Griffone, Director
Criminal Justice Services

APPROVED AS TO FORM:

APPROVED AS TO FORM: Liam M. Keogh
Digitally signed by APPROVED AS TO FORM: Liam M. Keogh
Date: 2021.01.13 08:40:24 -07'00'
By: _____
Attorney for County

**THE UTAH ADMINISTRATIVE
OFFICE OF THE COURTS**

By: Mary T. Noonan 19 January 2021
Mary T. Noonan 19 January 2021 (Jan 19, 2021 08:32 MST)
Honorable Mary T. Noonan
State Court Administrator
Administrative Office of the Courts

APPROVED AS TO FORM:

By: _____
Attorney for Court