

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY
AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT
WITH SALT LAKE COUNTY FOR EVIDENCE MANAGEMENT SERVICES**

R2024-10-01

October 9, 2024

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Special Government Entities - Special Districts Act and the Utah Public Transit District Act (collectively the "Act"); and

WHEREAS, the Utah Interlocal Cooperation Agreement Act, UTAH CODE § 11-13-101, *et seq.* enables components of government to execute a Interlocal Cooperation Agreement ("ILA") so both entities may obtain mutual advantage and economies of scale, among other things; and

WHEREAS, the Act empowers the Board of Trustees ("Board") of the Authority with the ability to execute ILAs on behalf of the Authority; and

WHEREAS, Salt Lake County under its Unified Police Department, since 2006 has provided evidence management services to the UTA Police Department ("UTAPD"); and

WHEREAS, these evidence management services provided by Salt Lake County are advantageous to the UTAPD in that it saves resources of the Authority; and

WHEREAS, recent legislative changes have disbanded the Unified Police Department, and evidence management services are now provided directly by Salt Lake County; and

WHEREAS, the name change brought on by recent legislative changes requires execution of a new ILA with Salt Lake County to continue the provision of evidence management services for the UTAPD; and

WHEREAS, a new ILA with Salt Lake County has been presented as Exhibit A, with a term to expire on December 31, 2028; and

WHEREAS, Board of the Authority recognizes the mutual advantage of this agreement, including the UTAPD leveraging the economies of scale of Salt Lake County in the provision of evidence management services for the Authority.


NOW, THEREFORE, BE IT RESOLVED by the Board:

1. That the Board hereby approves the Interlocal Cooperation Agreement with Salt Lake County for evidence management services in substantially the same form

as attached as Exhibit A.

2. That the Executive Director is authorized to execute the Interlocal Cooperation Agreement with Salt Lake County for evidence management services in substantially the same form as attached as Exhibit A.
3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to The Interlocal Cooperation Agreement with Salt Lake County for evidence management services.
4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 9th day of October 2024.

DocuSigned by:

 86F38485ACBE4D0...
 Carlton Christensen, Chair
 Board of Trustees

ATTEST:

DocuSigned by:

 8D8A0B67F3AA459...
 Secretary of the Authority

(Corporate Seal)



Approved as to Form:

Signed by:

 CA25CE8F60E344B...
 Legal Counsel

EXHIBIT A
(Interlocal Cooperation Agreement
with Salt Lake County for Evidence Management Services)

UTA Contract No. 24-P00366

County Contract No. SF24074

An Interlocal Cooperative Agreement Between
Salt Lake County and
the Utah Transit Authority for
Evidence Services

This Agreement is between Salt Lake County, a body corporate and politic of the State of Utah (“County”), on behalf of its Sheriff’s Office (“Sheriff’s Office”), and the Utah Transit Authority, a public transit district of the State of Utah (“UTA”). County and UTA may be referred to as “the Parties.”

THEREFORE, the Parties agree as follows:

- A. County provides law enforcement services including the storage and management of evidence accumulated during criminal investigations.
- B. UTA is in need of storage and management services for the evidence accumulated during criminal investigations.
- C. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation 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.

1. DESCRIPTION OF SERVICES

- 1.1. County shall provide storage and management of evidence (“Service(s)”) for cases investigated by UTA per case basis in accordance with current County evidence handling policies and procedures.
- 1.2. A “case” is defined as an incident having a specific case number.

2. CONSIDERATION/PAYMENT

- 2.1. UTA shall pay County \$25.00 per case evidence handling fee. This price shall include all the actual costs to provide Services including personnel and other associated costs.
- 2.2. If any call out or court appearance is required, UTA shall pay the greater of \$69.00 or the cost for the billed time for an evidence technician, measured in fifteen (15) minute increments rounding up, at \$23.00 per hour.
- 2.3. UTA shall pay for any marijuana testing at \$25.00 per case, and any related court appearance at the greater of \$60.00 or the cost for the billed time for an evidence technician, measured in fifteen (15) minute increments rounding up, at \$30.00 per hour.
- 2.4. County agrees to provide a minimum of two (2) months advance written notice to UTA for any anticipated price increase for Services provided under this Agreement.

2.5. The Sheriff's Office shall bill UTA on a monthly basis for Services rendered during the previous month. The Sheriff's Office will submit the monthly billing to UTA within ten

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Updated: January 11, 2024

(10) days after the end of each month during which any Services under this Agreement were provided. The billing shall cover all Services provided during the previous month. For all other services, County shall bill UTA quarterly or on an "as needed" basis.

2.6. UTA shall remit payment within twenty (20) days of the date of the bill to:

Sheriff's Office: Salt Lake County Sheriff's Office Fiscal
2001 South State Street, Suite S3-200
Salt Lake City, UT 84190

2.7. If the date a payment is due and payable is (i) a legal holiday, (ii) a Saturday, or (iii) a Sunday, then the payment shall be due and payable on the next day which is not one of the aforementioned days.

2.8. If any such payment is not remitted when due, County shall be entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month and shall begin to accrue on the date remittance is due and payable.

3. EFFECTIVE DATE/TERM

3.1. This Agreement is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").

3.2. This Agreement will terminate on December 31, 2025 ("Term"), unless terminated sooner as provided in this Agreement or unless extended under Section 3.3.

3.3. This Agreement may be renewed for three (3) additional one (1) year periods under the same terms and conditions and will not extend beyond December 31, 2028. Extensions must be in writing and executed by both parties prior to the end of each Term.

4. AGENCY

No agent, employee, or servant of UTA or County is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. UTA and County shall be entirely responsible for their acts and for the acts of their agents, employees, and servants during the performance of this Agreement.

5. NO THIRD-PARTY BENEFICIARIES

The Parties agree that this Agreement shall not confer any rights to third parties. The standards set forth in this Agreement shall not be construed to provide a cause of action to any citizen or third party based on the duties enumerated.

6. COUNTY REPRESENTATIVE

County will appoint a County Representative to assist in its administration of this Agreement and to coordinate performance of the services to be provided by UTA under this Agreement. The County Representative does not have authority to amend or alter this Agreement.

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7. UTA REPRESENTATIVE

UTA shall designate an employee and make known to County the name and title of this employee within its organization who is authorized to act as UTA's representative in its performance of this Agreement. UTA Representative shall have the responsibility of working with County to coordinate the performance of its obligations under this Agreement.

8. STANDARD OF PERFORMANCE/PROFESSIONALISM

County agrees to perform its services under this Agreement with the highest level of professionalism observed by professionals in its industry.

9. INDEMNIFICATION

To the fullest extent allowable by law, UTA agrees to indemnify County, its officers, agents, and employees against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third parties, including UTA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, UTA's breach of this Agreement or any acts or omissions of or by UTA, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. UTA agrees that its duty to indemnify County under this agreement includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against County for the defense of any claim or to satisfy any settlement, arbitration award or verdict paid or incurred by or on behalf of County.

10. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Agreement or any act or forbearance in the course of performance shall be construed as a waiver of the Act.

11. CONFLICTS OF INTEREST

11.1. UTA, by signing this Agreement, represents that no County employee has or shall be given any pecuniary interest, direct or indirect, related to this Agreement and that none of UTA's owners, directors, officers, or employees serve on any Salt Lake County boards or committees or are County employees or relatives of a County employee. "County employee" includes any elected or appointed official of the County. A "relative" means parent, spouse, child, sibling, uncle, aunt, nephew, niece, first cousin, parent-in-law, child-in-law, sibling-in-law, or household member.

11.2. If any such potential conflict of interest exists, UTA shall immediately disclose to County the name of any individuals with a potential conflict of interest so County may review the potential conflict. This duty to disclose any potential conflicts shall continue throughout the Term of this Agreement and UTA shall advise County immediately if any potential conflict of interest is discovered or arises. UTA shall immediately remove the employee with the conflict from providing further services under the Agreement.

11.3. Any violation of this section may be deemed a material breach of the Agreement.

12. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A. UTA acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that is engaged in any contract with County on the date of the contribution or has contracted with County at any time during a one-year period prior to the date of the contribution is prohibited from making campaign contributions in excess of \$100 to County candidates during the Term of the Agreement and during a single election cycle as defined in the ordinance.

13. EARLY TERMINATION

- 13.1. Termination for Breach. County may terminate this Agreement for breach by UTA, effective upon written notice to UTA stating County's intention to terminate this Agreement.
- 13.2. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any Term of this Agreement when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following unforeseen force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics (excepting COVID) or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period in excess of thirty (30) consecutive days following written notice given by it under this section, either Party may thereafter terminate this Agreement upon fifteen (15) days' written notice to the other party. Termination of the Agreement under this Force Majeure provision will be treated as a Termination for Convenience, consistent with Section 13.4, below.
- 13.3. Non-Funding Clause. The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year. If funds are not available beyond the end of either Party's effective fiscal year during the Term of this Agreement, County's and UTA's obligations under this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on County or UTA as to succeeding fiscal years and shall terminate and become null and void 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 either Party.

If funds are not appropriated for a succeeding fiscal year to fund performance by either Party under this Agreement, the Party terminating shall promptly notify the nonterminating Party of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

13.4. Termination for Convenience. This Agreement may be terminated by either Party for any reason or for no reason, upon not less than ninety (90) days' prior written notice to the other Party delivered in accordance with Section 13.5 stating the Party's intention to terminate this Agreement. Upon such termination, County shall be paid for all services in compliance with this Agreement up to the date of termination. UTA agrees that County's termination for convenience will not be deemed a termination for breach nor will it entitle UTA to any rights or remedies provided by law or this Agreement for breach of contract by County or any other claim or cause of action.

13.5. Termination Notices. All notices required under this Section 13 shall be made in writing and shall be sent via overnight express carrier or by certified or registered mail, return receipt requested, to the Parties at the following addresses:

COUNTY: Contracts Administrator
 Salt Lake County
 2001 South State, Suite N4-600
 Salt Lake City, Utah 84190-3100

UTA: Daian Taylor
 Chief of Police
 3600 S 700 W
 Salt Lake City, UT 84119

With a copy to: UTA Legal Counsel
 UTA
 3600 S 700 W
 Salt Lake City, UT 84119

Notice shall be effective upon the next business day following the date of delivery stated on the receipt provided by the carrier.

14. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement.

15. RIGHTS TO EVIDENCE

The Parties agree that all files, notes, documents, data, correspondence, memoranda, test reports, and evidence received by County into storage in connection with the Services provided under this Agreement are considered to be UTA records, the disclosure of which is subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to -901. UTA shall classify the records under GRAMA. At the request of UTA, County shall satisfy records requests, subpoenas, and court orders, and County shall restrict all other dissemination of materials obtained under this Agreement to the extent permissible by federal, state, and local law.

16. ENTIRE AGREEMENT

County and UTA agree that this Agreement constitutes the entire integrated understanding between County and UTA, and that there are no other terms, conditions, representations, or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties. Only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions. All actions, including but not limited to court proceedings, administrative proceedings, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah, within Salt Lake City, in the Third Judicial District Court for Salt Lake County.

18. COUNTERPARTS

This Agreement may be executed in several counterparts.

19. SEVERABILITY

If any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. ATTORNEY REPRESENTATION

UTA represents, acknowledges, and expressly agrees that UTA has either (i) consulted with an attorney regarding the terms of this Agreement and whether to enter into it and (ii) made an informed conscious decision to proceed without an attorney. UTA affirmatively represents to County that UTA understands all terms of the Agreement and that UTA signs the Agreement as UTA's own free act.

21. NOT TO EXCEED AMOUNT:

Payments by UTA under this agreement shall not exceed \$35,000.

IN WITNESS WHEREOF, the Parties execute this Agreement.

Salt Lake County

Signature:

Date: _____

UTA

Signature:

Date: _____

2nd UTA Signature:

Date: _____

Division Review

Signature:

Rosa Rivera Digitally signed by Rosa Rivera
Date: 2024.09.12 16:36:52 -06'00'

Date: _____

Reviewed as to form and legality for Salt Lake County

Signature:

Jason S. Rose Digitally signed by Jason S. Rose
Date: 2024.09.11 11:23:16 -06'00'

Date: _____

The individual signing above hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of UTA by authority of law and that this Agreement is binding upon UTA. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

UTA Legal Signature:

Michael L Bell Digitally signed by Michael L Bell
Date: 2024.09.27 11:48:27 -06'00'

Date: _____