SALT LAKE COUNTY OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE INTERLOCAL AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into this _____ day of _____ 2015, by and between the following municipal and governmental entities for and on behalf of their respective law enforcement agencies, City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City, for the purpose of facilitating the establishment of the Salt Lake County Officer Involved Critical Incident Task Force ("OICI Task Force"). The parties to this Agreement are sometimes referred to collectively as the "Parties" or individually as a "Party."

RECITALS:

A. UTAH CODE ANN. § 76-2-408 (the"OICI Statute") became effective on May 12, 2015 and sets forth requirements for the investigation of officer involved critical incidents ("OICI") delineated in the statute.

B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedure the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.

C. The Parties have determined that the formation of a Salt Lake County OICI Task Force ("OICI Task Force") that will serve as the investigating agency for OICI's that occur in Salt Lake County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

D. The Parties have determined that the OICI Task Force will be governed the Salt Lake County OICI Protocol ("OICI Protocol") that the Parties have established to provide uniform procedures for the investigation of OICI's.

E. The utilization of a Salt Lake County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Salt Lake County and the officers who are involved in OICI's.

F. The Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, 1953, as amended (the "Interlocal Act"), authorizes public agencies to enter into agreement to provide law enforcement services to one or more other public agencies.

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

Section 1. General Purpose. The purpose of this Agreement is to form a Salt Lake County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for an OICI Task Force.

Section 2. Definitions. For purposes of this Agreement, the following terms shall have the meanings given in this section:

(a) "Advisory Board" means the Advisory Board that shall govern the administration of the OICI Protocol and shall include the District Attorney or designee thereof and a designee from each Participating Agency.

(b) "Investigating Agency" means the Protocol Task Force composed of officers from multiple law enforcement agencies.

(c) "Officer-involved critical incident" ("OICI") as established in the OICI Statute includes any of the following:

1. the use of a Dangerous Weapon by an Officer against a person that causes injury to any person;
2. a fatal injury to any person, except the Officer, resulting from the use of a motor vehicle by an Officer;
3. the death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death; or
4. a fatal injury to a person resulting from the efforts of an Officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person.

(d) "Participating Agency" means a law enforcement agency that agrees to be subject to and participate in the OICI Protocol and has indicated such commitment to participation by signing the Protocol.

(e) "Protocol Task Force" means the OICI Protocol Task Force comprised of personnel from Participating Agencies designated with investigation duties led by the Protocol Task Force Coordinator and Team Leader under the terms and provisions of the OICI Protocol.

Section 3. OICI Task Force Jurisdiction. The OICI Task Force shall have jurisdiction throughout Salt Lake County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to act as the Investigating Agency to investigate

OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

Section 4. Interlocal Authority. The Interlocal Act permits local governmental units to efficiently use of their powers by enabling them to provide joint or cooperative law enforcement services between agencies in a manner that will best aid the agencies and the citizens of the agencies served by such cooperative endeavors. In satisfaction of the requirement of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

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

(d) No separate legal entity is created by the terms of this Agreement;

(e) As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board of the Salt Lake County OICI Protocol; and

(f) 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.

Section 5. Consideration. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

Section 6. Counterparts. This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

Section 7. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

Section 8. Captions; Recitals. 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. The recitals form an integral part of this Agreement and are hereby incorporated.

Section 9. 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.

Section 10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

Section 11. Notice. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested. 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.

Section 12. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

Section 13. Ethical Standards. The Parties to this Agreement each 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 any of the Parties; (b) retained any person to solicit or secure participation in this Agreement upon an 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; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

Section 14. Assignment. No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

Section 16. Responsibility for Task Force members. Each Participating Agency shall fund all salaries, benefits, and other obligations for its representatives assigned to the OICI Protocol Task Force.

Section 17. Insurance. Each Participating Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Participating Agency 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.

Section 18. Effective Date. This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

Section 19. Term. The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

Section 20. Termination by Any Party. Any Party to this Agreement may terminate its involvement with the Salt Lake County OICI Task Force at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

Section 21. 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, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 22. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 23. Rights and Remedies. The rights and remedies of the Parties 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 provision(s) hereof.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the "**Salt Lake County Officer Involved Critical Incident Task Force Interlocal Agreement**" between City of Alta, City of Bluffdale, City of Cottonwood Heights, Draper City, Granite School District, Murray City Corporation, Salt Lake City Corporation, Salt Lake County, Sandy City, City of Saratoga Springs, City of South Jordan, City of South Salt Lake, Unified Police Department of Greater Salt Lake, University of Utah, Utah Department of Corrections, Utah Department of Public Safety, Utah Transit Authority, City of West Jordan, and West Valley City.

CITY OF COTTONWOOD HEIGHTS

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

By _____
Linda W. Dunlavy, Recorder

Approved as to form:

_____
Wm. Shane Topham, City Attorney