



# COUNCIL BUDGET STAFF REPORT

CITY COUNCIL *of* SALT LAKE CITY

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**TO:** City Council Members

**FROM:** Jennifer Bruno, Sean Murphy, Lehua Weaver  
and Sylvia Richards

**DATE:** July 28, 2015

**RE: FY 2016 - BUDGET AMENDMENT #1**

## **PROJECT TIMELINE:**

Briefing: July 28, 2015

Set Date: July 28, 2015

Public Hearing: Aug 18, 2015

Potential Action: Aug 25

## **View Administration's transmittal**

The Administration has proposed a pilot program to evaluate significantly increased collaboration between the County District Attorney's Office and the City Prosecutor's Office. The proposal is for the County District Attorney to oversee and manage the City Prosecutor's Office. This change would enable the City to eliminate four senior-level positions in the City Prosecutor's Office immediately, and according to the Administration's transmittal, lays the groundwork for a potential long-term approach to prosecution.

The transmittal includes a resolution which authorizes the Mayor to enter into an interlocal agreement with Salt Lake County for the above purpose, and an ordinance which reflects the reduction in positions and anticipated budget savings to the City's general fund.

The following are some **key elements of the proposed agreement**:

1. Per the agreement, the program would become effective September 1, and is proposed to last until June 30, 2018.  
(*Staff note: the next election for County District Attorney is November 2018*).
  - o The City is proposing this timeline in order to provide adequate time to respond to the changes to state law made in the 2015 session that, according to the Administration's transmittal, have the potential to increase the caseload of the City Prosecutors office. These changes made possession of certain drugs in certain cases a misdemeanor rather than a felony. These changes go into effect on October 1, and according to the Administration's transmittal, could result in the City having jurisdiction over as many as 2,000 more cases per year. (*Staff note: during the FY 2016 budget discussions in May of this year, the Administration indicated that they did not expect the change in state law to cause a need for additional prosecutor staff*).
  - o The agreement allows for either party to terminate the agreement with six months written notice.
  - o The agreement will automatically renew for two additional one-year terms if no notice of termination is given.
2. The proposal reflects savings from management efficiencies and eliminating redundancies between the two offices. Under the proposal, all class A misdemeanors will be shifted to the County.

### **CITY COUNCIL OF SALT LAKE CITY**

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- The proposal would enable the City to eliminate 3 titles/4 positions. Those titles are: City Prosecutor, Senior Assistant City Prosecutor (2), Lead Prosecutor Assistant. See attachments for further detail on annual and current year cost savings and staffing document impact.
  - Currently the City and County both provide staffing to handle class A misdemeanors. The City will continue to handle Class B and C misdemeanors in the Salt Lake City Justice Court, under the management direction and coordination of the Salt Lake County District Attorney.
  - The Administration notes that having the County manage the City Prosecutors Office may also create efficiencies in the screening process to determine whether a case belongs in Justice Court or District Court.
3. The agreement states that half of the savings generated by this shift will be retained by the City and half will be paid to the County for management services. The agreement states that the management fee paid to the County will automatically increase by 1% each year, unless the County makes a written request to change the fee and that **request is approved pursuant to the City's budget or budget amendment processes.**
- Net savings for FY 2016 is \$101,895 (\$198,690 in operational savings, offset with one-time expenses of \$96,795) for the remaining 10 months of the fiscal year. Anticipated annual future savings \$216,700.
  - The remaining City employees will continue to be City employees (and will **be funded via the City's General Fund**) but will be managed by the County DA, in consultation and coordination with the City Attorney and the City Department of Human Resources.
4. The agreement calls for an annual report from the County DA **to the City's** designee, which in this case is the City Attorney.
- The Council could request that they be added to be a recipient of this report.
  - The Council may wish to request specific measures be tracked, to ensure the policy direction of the City is achieved (for example: rate of prosecutions by various types of cases, timeline for processing, etc).
  - The agreement references the following metrics that would enable the County to request changes to the Management Fee or personnel costs:
    - previous year case filings, as reported by the Administrative Office of the Courts, in Salt Lake City Justice Court or any successor court with jurisdiction in Salt Lake City,
    - **Salt Lake City Police Department previous year's citations and arrests for misdemeanors and infractions within the municipal boundaries of Salt Lake City,**
    - or evidence of change in the number of cases screened or filed for the most recent 12 month period.

### Policy questions –

1. Because the County District Attorney is an elected position, it is not clear to what extent the policy choices of this person will influence the current way cases are prosecuted in Salt Lake City. The Council may wish to ask the Administration to elaborate how the City currently sets the tone for what is prosecuted and how it would be done in the future, particularly if a new District Attorney is elected that may have a different philosophical approach than the elected body of the City (***note: the next election for County District Attorney is in November 2018, after the pilot program agreement expiration date, although the agreement could be extended to include a time period beyond the next election.***).
2. The Council may wish to ask the Administration what criteria will be used to determine whether the pilot program is successful. In a related topic, the Council may wish to discuss with the Administration some specific metrics that could be included in the agreement, to be addressed in the required annual report, that could help determine whether this program is a success. The Council could discuss adding a provision that would allow measures to be jointly agreed upon, reviewed, and or refined annually.
3. In previous budget discussions with the City Prosecutors Office, staff has raised the issue that there are sometimes challenges relating to coordinating schedules and scheduling times between City Prosecutors and Salt Lake City Police Officers for appearance in the Justice Court. The Council may wish to ask the Administration if it believes that having managerial functions performed by the County rather than the City will have a negative effect on these coordinating efforts.
4. The Council may wish to ask the Administration if it thinks that County managerial proximity to the Justice Court and city prosecutor employees would be an issue from a management perspective (currently the **Prosecutor's Office** is directly next to the Justice Court).
5. The accounting of indirect/Administrative costs with Salt Lake County is a typical issue in negotiating contracts with the County. Their **policy is to "fully load" costs which includes provision of all benefits and future retirement liability.** As a contrast the City Administrative fees charged to enterprise funds only include current direct costs,

not future liabilities. The pilot program does not necessarily recognize a fully-loaded administrative cost for County government, as it was a fee negotiated based on savings. If the program were to continue and the more typical County model were to be followed, it is possible that cost savings will not be available (or will be significantly less), so the focus would be more on the collaboration and policy benefits of collaboration, rather than monetary savings.

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## **Section A: New Items**

**A-1: Attorney's Office Changes** (\$101,894.94 in savings – reduction of 4 FTEs)

<See description above, and Administration's transmittal for detail>

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## **Section B: Grants for Existing Staff Resources**

None.

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## **Section C: Grants for New Staff Resources**

None.

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## **Section D: Housekeeping**

None.

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## **Section E: Grants Requiring No New Staff Resources**

None.

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## **Section F: Grants Requiring No New Staff Resources**

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## **Section G: Council Consent Agenda – Grant Awards**

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## **Section I: Council Added Items**

### **I-1: University of Utah Demography Contract - \$20,000 – source: General Fund Balance**

Council Member Mendenhall is interested in increasing funding for the University of Utah Demography contract. Currently the FY 2016 budget has \$30,000 allocated for this purpose. If the City were to add \$20,000 to this purpose, the University of Utah would be able to (with some other funding) hire a full-time staff person to work on demographic work for Salt Lake City. While this idea has been raised previously, Council Staff has not yet had the opportunity to fully review this with the Administration for input.

# Salt Lake City

## Attorney's Office Proposal

Cost Center	Annual	Current Year Savings
City Prosecutor	170,033.00	88,278.84
Senior Assistant City Prosecutor	99,568.00	66,616.62
Senior Assistant City Prosecutor	99,725.00	64,761.14
Lead Prosecutor Assistant	64,132.00	44,763.34
TOTALS	433,458.00	264,419.94
Management Fee	216,700.00	162,525.00
Difference	(216,758.00)	(101,894.94)

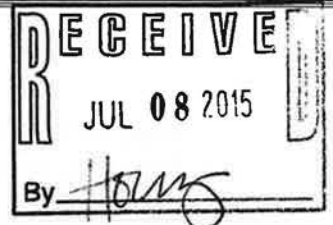
Position Titles	Grade	New Grades	2013-14	2014-15	2015-16	Proposed Change 2015-16	Changes from FY 2014-15 to FY 2015-16
<b>OFFICE OF THE CITY ATTORNEY</b>							
<b>Office of City Attorney</b>							
City Attorney	001	42	1.00	1.00	1.00	1.00	
Office Manager	309	21	1.00	1.00	1.00	1.00	
<b>Office of City Attorney Total</b>			<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	
<b>Legal Support General Fund</b>							
Deputy City Attorney	002	41	1.00	1.00	1.00	1.00	
City Prosecutor	003	39	1.00	1.00	1.00	0.00	
Appointed Senior City Attorney	003	39	10.00	9.00	8.50	8.50	.50 transferred to Governmental Immunity
First Assistant City Prosecutor	614	34	1.00	1.00	1.00	1.00	
Senior City Prosecutor	613	33	1.00	1.00	1.00	1.00	
Senior Assistant City Prosecutor	612	32	2.00	3.00	3.00	0.00	
Assistant City Prosecutor	609	29	6.00	1.00	3.00	4.00	Changed from Associate City Prosecutor (26)
Associate City Prosecutor	607	26	6.00	10.00	8.00	8.00	Changed to Assistant City Prosecutor (29)
Paralegal	309	21	6.20	5.00	5.00	5.00	
Office Facilitator II	306	19	0.00	1.00	1.00	1.00	
Office Facilitator I	306	18	1.00	0.00	0.00	0.00	
Legal Secretary III	306	18	1.00	1.00	2.00	2.00	Changed from Legal Secretary I (14)
Legal Secretary I	302	14	1.00	1.00	0.00	0.00	Changed to Legal Secretary III (18)
Lead Prosecutor Assistant	306	19	0.00	0.00	1.00	0.00	Changed from Prosecutor Asst (16)
Prosecutor Assistant	304	16	11.00	11.00	10.00	10.00	Changed to Lead Prosecutor Asst (19)
<b>Legal Support Total</b>			<b>48.20</b>	<b>46.00</b>	<b>45.50</b>	<b>41.50</b>	
<b>City Recorder</b>							
City Recorder	006	33	1.00	1.00	1.00	1.00	
Asst City Recorder Operations	607	26	0.00	0.00	1.00	1.00	Changed from Deputy Recorder (26)
Asst City Recorder Records Spec		26	0.00	1.00	1.00	1.00	
Records & Elections Coordinator	311	23	1.00	0.00	0.00	0.00	
Deputy Recorder	306	18	2.00	2.00	1.00	1.00	Changed to Assistant City Recorder Operations (26)
Records Technician	219	15	0.00	0.00	1.00	1.00	Changed from Recorder Clerk (15)
Recorder Clerk	219	15	1.00	1.00	0.00	0.00	Changed to Records Technician (15)
Records Clerk (Codification)			1.00	0.00	0.00	0.00	
RPT/Records Clerk	214	0	0.50	0.75	0.75	0.75	
<b>City Recorder Total</b>			<b>6.50</b>	<b>5.75</b>	<b>5.75</b>	<b>5.75</b>	
<b>Risk Management Fund</b>							
Risk Manager	611	31	1.00	1.00	1.00	1.00	
Risk Management Specialist	312	24	1.00	0.50	1.00	1.00	.50 transferred from Government Immunity Fund
Office Technician II	304	15	0.00	1.00	0.00	0.00	Transferred to Government Immunity, changed to Claims Specialist (15)
Legal Secretary I	302	14	0.50	0.00	0.00	0.00	
<b>Subtotal of Risk Mgmt Fund</b>			<b>2.50</b>	<b>2.50</b>	<b>2.00</b>	<b>2.00</b>	
<b>Governmental Immunity Fund</b>							
Appointed Senior City Attorney	003	39	2.00	3.00	3.50	3.50	.50 transferred from GF Legal Support
Risk Management Specialist	312	24	0.00	0.50	0.00	0.00	.50 transferred to Risk Management
Claims Specialist		15	0.00	0.00	1.00	1.00	Transferred from Risk Management, changed from Office Tech II (15)
Paralegal			0.80	2.00	2.00	2.00	
<b>Subtotal of Gov Imm Fund</b>			<b>2.80</b>	<b>5.50</b>	<b>6.50</b>	<b>6.50</b>	
<b>CITY ATTORNEY TOTAL</b>			<b>62.00</b>	<b>61.75</b>	<b>61.75</b>	<b>57.75</b>	
<b>General Fund</b>			<b>56.70</b>	<b>53.75</b>	<b>53.25</b>	<b>49.25</b>	
<b>Risk Management Fund</b>			<b>2.50</b>	<b>2.50</b>	<b>2.00</b>	<b>2.00</b>	
<b>Governmental Immunity Fund</b>			<b>2.80</b>	<b>5.50</b>	<b>6.50</b>	<b>6.50</b>	



RALPH BECKER  
MAYOR

# SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR



## CITY COUNCIL TRANSMITTAL

SCANNED TO: Mayor  
SC BY: H. Myers  
7/8/2015

David Everitt, Chief of Staff

RECEIVED

Date Received: 7/8/2015  
Date sent to Council: 7/8/2015

TO: Salt Lake City Council  
Luke Garrott, Chair

JUL 08 2015

DATE: July 8, 2015

SLC COUNCIL OFFICE

FROM: David Everitt, Chief of Staff

**SUBJECT:** Resolution authorizing the approval of an interlocal agreement between Salt Lake City and Salt Lake County under which the Salt Lake County District Attorney's Office will manage the Salt Lake City Prosecutor's Office in a pilot program to evaluate the effectiveness of increased collaboration between the DA and the Prosecutor's Office now and in the future. Ordinance approving Budget Amendment #1, which directly results from the cost savings generated by the interlocal agreement.

**STAFF CONTACT:** David Everitt, Chief of Staff  
801.535.7732, [david.everitt@slcgov.com](mailto:david.everitt@slcgov.com)

Margaret Plane, City Attorney  
801.535.7610, [margaret.plane@slcgov.com](mailto:margaret.plane@slcgov.com)

**COUNCIL SPONSOR:** Exempt.

**DOCUMENT TYPE:** Resolution and Related Budget Amendment Ordinance.

**RECOMMENDATION:** That the City Council adopt the resolution and approve the budget amendment and related ordinance.

**BUDGET IMPACT:** If the interlocal agreement is approved, it will be effective September 1, 2015. At that time four positions will be eliminated. Half of the anticipated annual savings will be retained by the City and the other half will be paid to the County for management services. The overall net savings for Fiscal Year 2015-16 will be \$198,690, less one time employment expenses of \$96,795 resulting from staff reductions. The anticipated annual savings in future years will be at least \$216,700.00. The agreement includes additional savings incentives that will be identified once the management services are underway.



**BACKGROUND/DISCUSSION:** This proposal for cooperative action between Salt Lake City and Salt Lake County comes from Salt Lake City Mayor Becker and Salt Lake County Mayor McAdams. Under the proposed agreement, the Salt Lake County District Attorney will oversee and manage the City Prosecutor's Office, creating cost savings for both entities and new opportunities of scale. The proposal lays the groundwork for a potential long-term regional approach.

This proposal is timely because statutory changes made during the 2015 legislative session may significantly increase the caseload of the City Prosecutor's Office. The criminal justice reforms passed in House Bill 348 make simple possession of drugs a misdemeanor. These changes include schedule I and II drugs, on first and second offenses, where there is no evidence of intent to distribute, and, in the case of marijuana, the amount is less than 100 pounds. Thus, some cases previously filed as felonies will now qualify as misdemeanors, increasing the City's caseload. The County estimates that the change could result in the City having jurisdiction over as many as 2,000 new cases each year. The statutory reforms are effective on October 1, 2015. The agreement's proposed effective date of September 1, 2015 was selected to give the City and the County time to prepare to manage these new cases.

The proposal also creates efficiencies by reducing redundancies and duplicative functions. For example, the Salt Lake City Prosecutor's Office handles infractions and class C and B misdemeanors in Justice Court. It also handles class A misdemeanors in District Court. The City and the County have joint jurisdiction over class A misdemeanors. Under the proposed agreement, the County may handle all the class A misdemeanors, shifting that workload from the City to the County.

Employees in the City Prosecutor's Office would be managed by the County District Attorney, but remain City employees. One benefit to City employees will be the opportunity to more closely work with the DA's attorneys and staff, many of whom have advanced experience in prosecuting criminal cases. Additionally, eliminating barriers between organizations may result in time efficiencies, including in the process of moving cases back and forth between offices during the screening process to determine whether the cases should be filed in the justice court or the district court. Finally, having class A misdemeanors prosecuted by the County rather than the City may result in judicial efficiencies on district court calendars.

Consolidating should also create savings beyond salary savings. For example, the case management systems used by the City and the County are approaching the end of their useful lives. These systems will need to be replaced in the immediate future. By working together, the entities have the opportunity to invest in a joint system and share the up front and ongoing costs of that system.

In Fiscal Year 2015-16 the City will recognize a reduction of approximately \$101,895. This reduction will result from ten months of staffing reductions (estimated as a savings of \$198,690, less one time employment expenses of \$96,795 from severance and other leave payouts). Anticipated annual savings will be at least \$216,700.00 in future fiscal

years. Additional efficiencies are anticipated and will be identified and realized after the agreement is in place. Under the agreement, all cost savings will be shared equally by the County and City.

**PUBLIC PROCESS:** NA.

HB\_ATTYY-#46956-v1





SALT LAKE CITY ORDINANCE  
No. \_\_\_\_\_ of 2015  
(Amending the Final Budget of Salt Lake City,  
including the employment staffing document,  
for Fiscal Year 2015-2016)

An Ordinance Amending Salt Lake City Ordinance No. 24 of 2015 Which Adopted the  
Final Budget of Salt Lake City, Utah, for the Fiscal Year Beginning July 1, 2015 and Ending  
June 30, 2016.

PREAMBLE

On June 22, 2015, the Salt Lake City Council adopted the final budget of Salt Lake City, Utah, including the employment staffing document, effective for the fiscal year beginning July 1, 2015 and ending June 30, 2016, in accordance with the requirements of Section 10-6-111 of the Utah Code.

The City's Budget Director, acting as the City's Budget Officer, prepared and filed with the City Recorder proposed amendments to said duly adopted budget, including the amendments to the employment staffing document necessary to effectuate the staffing changes specifically stated herein, copies of which are attached hereto, for consideration by the City Council and inspection by the public.

All conditions precedent to amend said budget, including the employment staffing document as provided above, have been accomplished.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Purpose. The purpose of this Ordinance is to amend the final budget of Salt Lake City, including the employment staffing document, as approved, ratified and finalized by Salt Lake City Ordinance No. 24 of 2014.

SECTION 2. Adoption of Amendments. The budget amendments, including amendments to the employment staffing document necessary to effectuate the staffing changes specifically stated herein, attached hereto and made a part of this Ordinance shall be, and the same hereby are adopted and incorporated into the budget of Salt Lake City, Utah, including the amendments to the employment staffing document described above, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, in accordance with the requirements of Section 10-6-128 of the Utah Code.

SECTION 3. Filing of copies of the Budget Amendments. The said Budget Officer is authorized and directed to certify and file a copy of said budget amendments, including amendments to the employment staffing document, in the office of said Budget Officer and in the office of the City Recorder which amendments shall be available for public inspection.

SECTION 4. Effective Date. This Ordinance shall take effect upon posting or upon its first publication.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Transmitted to the Mayor on \_\_\_\_\_

Mayor's Action: \_\_\_\_\_ Approved \_\_\_\_\_ Vetoed

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

(SEAL)

Bill No. \_\_\_\_\_ of 2015.

Published: \_\_\_\_\_

Salt Lake City Attorney's Office  
Approved As To Form

  
Margaret Plane

HB\_ATTYY-#47057-v1-FY15-16\_Standard\_Budget\_Amendment.DOC

**Fiscal Year 2015-16 Budget Amendment #1**

		Administration Proposed			
Initiative Number/Name	Fund	Expenditure Amount	Revenue Amount	On-going or One time	FTEs
Section A: New Items					
1 Attorney's Office Changes	GF	(101,894.94)		Ongoing	(4.00)
Section B: Grants for Existing Staff Resources					
Section C: Grants for New Staff Resources					
Section D: Housekeeping					
Section E: Grants Requiring No New Staff Resources					
Section F: Donations					
Section G: Council Consent Agenda – Grant Awards					
Section I: Council Added Items					
Total of Budget Amendment Items		(101,894.94)	-		
Total by Fund, Budget Amendment #1:					
General Fund	GF	(101,894.94)	-	(4.00)	
Total of Budget Amendment Items		(101,894.94)	-	(4.00)	

Current Year Budget Summary, provided for information only  
**FY 2014-15 Budget, Including Budget Amendments**

	FY 2015-16 Adopted Budget	BA #1 Total	BA #2 Total	Total To-Date
General Fund (FC 10)	255,718,252.00	(101,894.94)	-	255,616,357
Curb and Gutter (FC 20)	372,019.00	-	-	372,019
Street Lighting (FC 30)	775,777.00	-	-	775,777
Misc Special Service Districts (FC 46)	1,026,372.00	-	-	1,026,372
Street Lighting Enterprise (FC 48)	3,206,097.00	-	-	3,206,097
Water Fund (FC 51)	74,025,415.00	-	-	74,025,415
Sewer Fund (FC 52)	34,340,151.00	-	-	34,340,151
Storm Water Fund (FC 53)	12,070,398.00	-	-	12,070,398
Airport Fund (FC 54,55,56)	1,193,301,900.00	-	-	1,193,301,900
Refuse (FC 57)	15,516,158.27	-	-	15,516,158
Golf Fund (FC 59)	17,471,526.00	-	-	17,471,526
E-911 Fund (FC 60)	2,800,000.00	-	-	2,800,000
Fleet Fund (FC 61)	20,872,564.31	-	-	20,872,564
IMS Fund (FC 65)	12,632,261.00	-	-	12,632,261
CDBG Operating Fund (FC 71)	3,698,652.00	-	-	3,698,652
Miscellaneous Grants (FC 72)	10,657,627.00	-	-	10,657,627
Other Special Revenue (73)	237,736.00	-	-	237,736
Donation Fund (FC 77)	500,000.00	-	-	500,000
Housing Loans & Trust (FC 78)	11,107,894.00	-	-	11,107,894
Debt Service Fund (FC 81)	35,132,738.00	-	-	35,132,738
CIP Fund (FC 83)	24,942,384.00	-	-	24,942,384
CIP Impact Fees (FC 84)	-	-	-	-
Governmental Immunity (FC 85)	1,613,228.00	-	-	1,613,228
Risk Fund (FC 87)	40,062,880.00	-	-	40,062,880
<b>Total of Budget Amendment Items</b>	<b>1,772,082,029.58</b>	<b>(101,894.94)</b>	<b>-</b>	<b>1,771,980,135</b>

Adopted        /        /       

**Certification**

I certify that this document is a full and correct copy of Ordinance \_\_\_\_\_ of 2016, amending Salt Lake City Ordinance \_\_\_\_\_ of 2015, which adopted the final budget of Salt Lake City Utah for the fiscal year beginning June 1 2015 and ending June 30, 2016.

\_\_\_\_\_  
 Budget Manager

\_\_\_\_\_  
 Deputy Director, City Council



***Salt Lake City FY 2015-16 Budget Amendment #1***

<b>Initiative Number/Name</b>	<b>Fund</b>	<b>Amount</b>
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**Section A: New Items**

**A-1: Attorney's Office Changes**  
**Department: Attorney's Office**

**GF (\$101,894.94)**

***Prepared By: Margaret Plane/John Vuyk***

The Mayor and City Attorney's office are proposing to consolidate prosecution services with Salt Lake County. Due to the sensitive nature of this issue, the proposal details will be provided directly to the Council later this week.

**Section B: Grants for Existing Staff Resources**

**Section D: Housekeeping**

**Section E: Grants Requiring No New Staff Resources**

**Section F: Donations**

**Section G: Council Consent Agenda – Grant Awards**

**Section I: Council Added Items**

Resolution No. \_\_\_\_\_ of 2015

Authorizing the Approval of an Interlocal Cooperation Agreement  
Between Salt Lake City Corporation and Salt Lake County for  
Management of the Salt Lake City Prosecutor's Office

WHEREAS, Title 11, Chapter 13, Utah Code allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the Salt Lake County District Attorney's Office ("DA") is responsible for a wide variety of legal work, including prosecution of all felony and misdemeanor criminal matters in Salt Lake County, as well as handling civil governmental legal work and government litigation. The staff of deputy district attorneys, paralegals, investigators, legal secretaries, and other support staff comprise one of the largest criminal prosecutorial agencies in the State of Utah; and

WHEREAS, the Salt Lake City Prosecutor's Office ("Prosecutor's Office") is responsible for a variety of misdemeanor cases including Class A, Class B, Class C and infractions within the municipal boundaries of Salt Lake City. The staff of City prosecutors, paralegals, and other support staff handle more cases in Justice Court than any other municipality or county in the State of Utah;

WHEREAS, both the DA and Prosecutor's Office are committed to the effective administration of justice for the cases they handle and recognize that as the State of Utah's criminal justice system evolves over time, new ways to cooperate and manage the cases prosecuted by both offices should be considered;

WHEREAS, on October 1, 2015, the criminal justice reforms passed in House Bill 348 during the 2015 Legislative Session will go into effect. These changes may significantly increase the caseload of the Prosecutor's Office;

WHEREAS, based on these statutory changes, the DA and the City recognize an opportunity to coordinate management of misdemeanor cases for increased efficiencies and more effective criminal justice; and

WHEREAS, this opportunity has led the Parties to consider the benefits that could be realized by the DA's management of the duties of the Prosecutor's Office. Management by the DA could result in improved and more efficient administration of justice, cost savings, and synergies for both Parties. This would primarily occur by vertically integrating criminal prosecution in Salt Lake County to directly benefit the residents of Salt Lake City and Salt Lake County; and

WHEREAS, benefits could also be realized for employees of the Prosecutor's Office by enabling them to more closely work with the DA's attorneys and staff, many of whom have advanced experience in prosecuting criminal cases; and

WHEREAS, City and County agree that the DA's management of the duties of the Prosecutor's Office could enhance the quality and level of service Salt Lake City receives in prosecution services and that County recognizes the importance of quality prosecution services to protect and advance Salt Lake City's and Salt Lake County's quality of life; and

WHEREAS, City and County agree to implement a pilot program to evaluate the effectiveness of future increased collaboration between the DA and the Prosecutor's Office. If the pilot program proves to be effective, the Parties may explore a more permanent combination of the two offices; and

WHEREAS, the attached agreement has been prepared to accomplish such purposes.

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following interlocal agreement:

An Agreement Implementing a Pilot Program Whereby the DA Assumes the Management of the Prosecutor's Office.

2. Ralph E. Becker, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

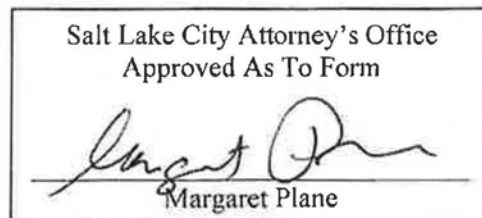
Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2015,

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CITY RECORDER



**AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**SALT LAKE CITY CORPORATION**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Salt Lake County, a body corporate and politic of the State of Utah ("County") and Salt Lake City Corporation, a municipal corporation and political subdivision of the State of Utah ("City"). County and City are individually referred to herein sometimes as a "Party" and collectively may be referred as "Parties."

**RECITALS**

- A. UTAH CODE §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE § 11-13-101, *et seq.*) (the "Act") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions and to provide and exchange services that they are each authorized by statute to provide.
- B. County and City are public agencies for purposes of the Act.
- C. The Salt Lake County District Attorney's Office ("DA") is responsible for a wide variety of legal work, including prosecution of all felony and misdemeanor criminal matters in Salt Lake County, as well as handling civil governmental legal work and government litigation. The staff of deputy district attorneys, paralegals, investigators, legal secretaries, and other support staff comprise one of the largest criminal prosecutorial agencies in the State of Utah.
- D. The Salt Lake City Prosecutor's Office ("Prosecutor's Office") is responsible for a variety of misdemeanor cases including Class A, Class B, Class C and infractions within the municipal boundaries of Salt Lake City. The staff of attorneys, paralegals, and other support staff, handle more cases in Justice Court than any other municipality or county in the State of Utah.
- E. Both the DA and Prosecutor's Office are committed to the effective administration of justice for the cases they handle and recognize that as the State of Utah's criminal justice system evolves over time, new ways to cooperate and manage the cases prosecuted by both offices should be considered.
- F. On October 1, 2015, the criminal justice reforms passed in House Bill 348 during the 2015 Legislative Session will go into effect. These changes may significantly increase the caseload of the Prosecutor's Office.



G. Based on these statutory changes, the DA and the City recognize an opportunity to coordinate management of misdemeanor cases for increased efficiencies and more effective criminal justice.

H. This opportunity has led the Parties to consider the benefits that could be realized by the DA's management of the duties of the Prosecutor's Office. Management by the DA could result in improved and more efficient administration of justice, cost savings, and synergies for both Parties. This would primarily occur by vertically integrating criminal prosecution in Salt Lake County to directly benefit the residents of Salt Lake City and Salt Lake County.

I. Benefits could also be realized for employees of the Prosecutor's Office by enabling them to more closely work with the DA's attorneys and staff, many of whom have advanced experience in prosecuting criminal cases.

J. City and County agree that the DA's management of the duties of the Prosecutor's Office could enhance the quality and level of service Salt Lake City receives in prosecution services and that County recognizes the importance of quality prosecution services to protect and advance Salt Lake City's and Salt Lake County's quality of life.

K. City and County agree to implement a pilot program to evaluate the effectiveness of future increased collaboration between the DA and the Prosecutor's Office. If the pilot program proves to be effective, the Parties may explore a more permanent combination of the two offices.

L. The Parties, wishing to memorialize their arrangement for the DA to assume the management of the Prosecutor's Office, enter into this Agreement.

## **AGREEMENT**

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

1. Scope and Description of Services

a. Effective September 1, 2015, the DA shall assume primary responsibility for the management of the prosecutorial services of the Prosecutor's Office. City gives license to County to utilize the Prosecutor's Office located at 349 South 200 East, Suite 500 as described further in Section 7 and utilize City's personal property as described in Section 8, as necessary to carry out the terms of this Agreement.

b. Scope of Management Services.

DA shall oversee prosecution of City cases under state statute and City ordinance, in all courts including appeals to district court and appellate courts, on behalf of City, through management of the Prosecutor's Office. The case and office management services are hereafter referred to as the "Management Services." City hereby designates the District Attorney as the Deputy Public Prosecutor pursuant to Utah Code section 10-3-928 with all the rights and responsibilities of that position pursuant to law. The Management Services shall include:



- i. advising on the investigation needed to determine if prosecution is warranted;
- ii. initiating and assisting in the negotiation of case resolutions when appropriate for the efficient administration of justice;
- iii. overseeing the drafting of legal documents such as complaints, warrants, and subpoenas;
- iv. upon request, consulting and advising the City police department officials, City department heads and employees, and the general public on matters concerning criminal law;
- v. consulting with City Justice Court personnel and judiciary as needed;
- vi. preparing operational budgets for the Prosecutor's Office and submitting budgets to the City Attorney for review and inclusion as part of the annual budget of the City Attorney's Office;
- vii. being responsible for all personnel decisions within the Prosecutor's Office, pursuant to City ordinance and City Policy and Procedure, including consultation and coordination with the City Attorney and the City Department of Human Resources; and,
- viii. operating within the established budget, including overseeing the purchase of equipment and supplies pursuant to City Policy, Procedure, and Administrative Rules.

2. Consideration

- a. City shall compensate County for expenses related to the Management Services provided under this Agreement. City will pay County in equal quarterly installments of \$54,175.00 for a total annual compensation of \$216,700.00. The first installment shall be paid on or before (3 months) December 1, 2015. ("Management Fee").
- b. The Management Fee shall increase on July 1 of each calendar year by one percent (1%).
- c. County may make a written request to City that the Management Fee, costs, and/or personnel increase based on an increase of the previous year case filings, as reported by the Administrative Office of the Courts, in Salt Lake City Justice Court or any successor court with jurisdiction in Salt Lake City, Salt Lake City Police Department previous year's citations and arrests for misdemeanors and infractions within the municipal boundaries of Salt Lake City, or any other evidence of change in the number of cases screened or filed for the most recent 12 month period. City shall respond to any request and shall consider and process it within its budget or budget amendment process. Such request shall be made by February 15 of each year. County shall send all requests for such an adjustment to the City's contract administrator at the address listed in Section 11.j of this Agreement.
- d. City will provide an incentive payment to the County if the DA implements savings due to efficiencies in the operations of the Prosecutor's Office. Such savings must be agreed upon by City as a qualified savings under this provision of the Agreement. Qualified savings include but are not limited to savings from budget categories personal services; operating and maintenance; and charges and services. City will provide County one-half (1/2) of any such savings as an incentive payment. Any request for an incentive payment shall be made by February 15 of each year.

3. Effective Date/Term

a. This Agreement shall be effective September 1, 2015 and terminate no later than June 30, 2018. During the term of this Agreement, either Party may terminate this Agreement for cause by giving the other Party six months' prior written notice stating the reasons for the termination. Such notice shall be sent to the nonterminating Party's representative as designated in section 11.j. After delivery of such notice, the Parties shall meet with each other to discuss all concerns with the services provided by the nonterminating party and the reasons for the Party's decision to terminate this Agreement. If the nonterminating Party addresses those concerns to the terminating Party's reasonable satisfaction during the first three months of the notice period, then this Agreement shall not be terminated and shall continue.

b. This Agreement shall automatically renew for up to two additional one-year terms unless either Party gives the other written notice of nonrenewal, which notice must be given not fewer than six months before the end of the then current term. Such notice shall be sent to the Party's representative designated in section 11.j.

4. Personnel

a. City Employees. Employees employed in the Prosecutor's Office ("Employees") shall remain City employees and are entitled to receive all benefits available to City employees. Employees will remain subject to all applicable Utah laws, City ordinances and City Policy and Procedure after the effective date of this Agreement.

b. Salary and Wages. City shall remain responsible for the payment of any salaries, wages, benefits or other compensation to Employees.

5. Access to Files

City shall allow County access to any Employee personnel and medical files necessary to fulfill its obligation to manage the Prosecutor's Office.

6. Reporting

DA shall provide an annual report to the City's designee regarding the services furnished. DA will meet with City Officials upon reasonable request. Unless otherwise modified in the future, the City Attorney shall serve as the City's designee.

7. Real Property

City owns real property at 349 South 200 East in Salt Lake City where the Prosecutor's Office is currently located. As necessary to carry out the Management Services, City shall permit the DA to utilize the existing space at that locations. Such use shall be at no cost to the County.

8. Personal Property

a. City owns personal property including: case files, computers, copiers, fax machines, office furniture, office supplies and telephones that are located at 349 South 200 East,

Suite 500. As necessary to carry out the Management Services, DA may use such equipment. Such use shall be at no cost to the County.

b. Ownership of the equipment for its useful life will remain in the name of City. City agrees to replace and maintain the equipment as needed. All damaged or inoperative City equipment will be reclaimed by the City for use elsewhere by City or disposed of.

9. Defense

City will defend and pay any judgment or settlement resulting from any action brought against an employee of the District Attorney's Office related to the Management Services, as if the employee were a City employee, under Utah Code section 63G-7-902 or successor provision. For purposes of this Agreement, "action" includes not only proceedings in state or federal court, but also notices of claims, internal employment appeals, administrative charges or claims, and other similar matters.

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

a. No Interlocal Entity. The Parties do not by this Agreement create an interlocal entity.

b. Joint Administrator. As required by Utah Code Ann. § 11-13-207, the cooperative undertaking under this Agreement shall be administered jointly by the District Attorney or designee and the City Attorney or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

c. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

d. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with Utah Code § 11-13-202.5.

e. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code § 11-13-209.

11. 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 successors and assigns of the respective Parties.

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 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:

COUNTY:	CITY:
Salt Lake County District Attorney's Office 2001 South State Street, #S3-600 Salt Lake City, Utah 84190-1210 (385) 468-7700 Attn: Sim Gill Email: <a href="mailto:Sgill@slco.org">Sgill@slco.org</a>	Salt Lake City Corporation City Attorney 451 South State St., Suite 505A PO Box 145478 Salt Lake City, Utah 84114-5478 (801) 535-7610 Attn: Margaret D. Plane Email: <a href="mailto:Margaret.Plane@slcgov.com">Margaret.Plane@slcgov.com</a>
WITH A COPY TO:	WITH A COPY TO:
Salt Lake County District Attorney's Office – Civil Division 2001 South State Street, #S3-600 Salt Lake City, Utah 84190-1210 (385) 468-7700	Salt Lake City Attorney's Office 451 South State Street, Suite 505A



Attn: Ralph Chamness Email: rchamness@slco.org	P.O. Box 145478 Salt Lake City, Utah 84111 (801) 535-7788 Attn: E. Russell Vetter Email: Rusty.Vetter@slcgov.com
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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 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. § 63G-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, and 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 [2001]), or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; 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, County ordinances, or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

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 City 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 venturers. 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.

q. Non-Funding Clause.

City intends to request the appropriation of funds to be paid for the Prosecutor’s Office services provided by County for City under this Agreement. If funds are not available beyond

June 30 of any effective fiscal year of this Agreement, County's obligation for performance of this Agreement beyond that date shall automatically be terminated. This Agreement shall create no obligation on City 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.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, City shall promptly notify County of said non-funding and the termination of this Agreement, and in no event later than 30 days before the expiration of the fiscal year for which funds were appropriated.

[Signature page to follow]



**IN WITNESS WHEREOF**, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**Approved As To Form:**

\_\_\_\_\_  
Sim Gill, District Attorney  
Date: \_\_\_\_\_, 2015

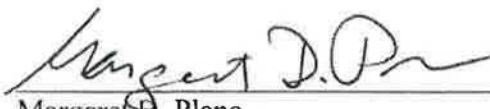
**SALT LAKE CITY**, a Utah municipal corporation

By \_\_\_\_\_  
Ralph Becker, Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

**Approved As To Form:**

  
\_\_\_\_\_  
Margaret D. Plane  
Salt Lake City Attorney  
Date: July 7, 2015  
HB\_ATTY-#46598-v4