

**AMENDED
INTERLOCAL AGREEMENT**

This Agreement amending that certain interlocal agreement first entered into January 1996 and amended January 1999 and January, 2000 under the authority granted Utah municipalities to join together for their mutual interest by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., 1953, as amended. The parties to this Agreement are Alpine City, the City of Highland, and the City of Cedar Hills, hereinafter "City" or "Cities," all municipal corporations of the State of Utah.

RECITALS

WHEREAS, circumstances of geography, population and financing make it desirable for the Cities to join together to provide police, ambulance, fire, and emergency medical services to the populace of their respective jurisdictions; and

WHEREAS, circumstances have arisen whereby it is desirable to replace the original Interlocal Agreement and all subsequent amendments with a new Interlocal Agreement:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

AGREEMENT

1. Creation of District. By authority of section 11-13-203 of the Utah Code Ann., 1953, as amended, there is hereby created a separate legal entity to be known as the "Lone Peak Public Safety District," hereinafter "District." The District shall have all power and authority allowed by law, except as restricted by this Agreement or by subsequent agreements of the Cities hereto, to take all necessary and lawful acts for the purpose of providing police, ambulance, fire, and emergency medical services for the residents of the District. In addition the District shall have the following powers listed for the purpose of identification and not for the purpose of limitation:

- a. The District may own, acquire, construct, operate, maintain, repair, and act as one having rights of ownership of all necessary real and personal property.
- b. The District may borrow money, incur indebtedness, and issue revenue bonds or notes for the purpose for which it was created. Any indebtedness created shall be that solely of the District and not of the Cities to this Agreement unless any City should make specific agreement to guarantee or assume any obligation of the District. Any indebtedness created must be approved by a super majority of the Governing Board to this Agreement.

- c. The District may assign, pledge, or otherwise convey as security for the payment of any bonded indebtedness any revenues and receipts from fees or services or other sources of revenue generated by the District. Such assignment or pledge must be approved by a super majority of the Governing Board.
- d. The District may sell or contract for the sale of its services to private persons or entities or to public agencies, including the federal government.
- e. The District may establish a personnel system based on merit with such exceptions for certain management positions as may be established by the Governing Board.
- f. The District may adopt District policies and procedures governing the operation of the District including, but not limited to, ambulance, police, fire, and emergency medical services, operating policies, governing and management policies, personnel policies, budget policies, and such other policies and procedures that may be required for efficient operation of the District.
- g. The District and its employees shall have all power conferred by law to enforce all statutes, rules, and regulations pertaining to the purposes for which the District is created.
- h. The District may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Governing Board, including legal and accounting services.
- i. The District may sue and be sued in its own name and shall claim such privileges and immunities to which it may be entitled as a political subdivision of the State of Utah from liability as allowed by Title 63G, Chapter 7, of the Utah Code.
- j. The District shall purchase insurance in amounts either required by law or required by the Governing Board to provide protection for its operations including, but not limited to, comprehensive general liability insurance and worker's compensation insurance.
- k. The District may exercise the right of eminent domain but only if approved by a vote of two thirds of the Governing Board.

2. Governing Board. There is hereby created a governing board for the District to be known as the Board of Public Safety Commissioners (hereinafter referred to as the “Board” or “Governing Board”). The Board shall act by majority vote to govern and control operations of the District except as restricted by this agreement. The Board is empowered to adopt bylaws for its own conduct of business and to adopt all necessary policies and procedures for the operation of the District; provided however, all acts of the Board must be approved by a majority vote of the Board members, except where a vote of two thirds is required by this Agreement.

No employee of the District is eligible to serve as a member of the Governing Board during their term of employment with the District.

The Board shall be made up of seven members. Two members shall be appointed by and from Alpine City; two members shall be appointed by and from the City of Cedar Hills, and three members shall be appointed by and from the City of Highland.

The two members from Alpine City may vote on all matters that may come before the Board. The two members from the City of Cedar Hills shall vote only on matters concerning fire, ambulance, or emergency medical services (“EMS”), and administration matters regarding the same. Two of the three members from the City of Highland may vote on all matters and the third appointed member shall only vote on fire, ambulance, or EMS, and administration matters concerning the same.

If the City of Cedar Hills decides to participate in the police services provided by the District, its appointed board members shall then be permitted to vote on all matters that may come before the Board.

The Board members appointed by each of the Cities must be a currently serving elected or appointed officer of the represented city making the appointment.

The term of each Board member shall be the shorter of four years from the date of appointment or when the Board member leaves elected or appointed office held with the represented city. A Board member may be reappointed to multiple terms as a Board member if otherwise eligible.

Any City may designate by formal resolution an alternate Board member to the regular Board member on the Governing Board. Such alternate may vote only in the absence of the regular Board member for which the alternative appointment has been made. Unless a regular Board member is absent, an alternate Board member shall have no more right to participate in meetings and deliberations that would a member of the general public. Alternate Board members must also be an elected or appointed officer of the represented city.

Meetings of the Governing Board shall be called from time to time as the Board determines appropriate and shall comply with the Utah Open and Public Meetings Act.

Annually the Board shall elect one of the members of the Board to act as chair. The chair may vote on any matter considered without restriction as would any other Board member.

3. Management Committee. The Management Committee shall consist of the City Administrators of the City of Cedar Hills, the City of Highland, and Alpine City. The City Administrators of the full service cities shall rotate annually at the beginning of the fiscal year as Executive Director and Assistant Executive Director of the District. A full service city is a member city that receives all the services of the District. The Management Committee shall be responsible for budget preparation, administering revenues, and preparing reports. The Management Committee shall be responsible for managing the purchasing system, administering the personnel system, and administering the financial system as approved by the Board. The Management Committee responsibilities shall be as follow:

Executive Director Duties:

- To approve expenditures
- To keep the Management Committee informed
- To keep the Governing Board informed
- To perform evaluations of direct reports with the consent of the Management Committee
- To represent the District with outside agencies
- To provide day to day oversight of District department heads and administrative staff
- To develop policy for Management Committee review and Board action
- To insure compliance with Board Policy
- To insure that all personnel actions meet legal and procedural requirements
- To sign payroll and warrants
- To attend Board meetings

Assistant Executive Director

- To act when the Executive Director is absent
- To attend Board meetings
- To attend Management Committee meetings
- To review agendas
- To review personnel actions and evaluations

Management Committee Member

- To attend Board meetings
- To attend Management Committee meetings
- To review personnel actions and evaluations

Administrative Assistant to the Management Committee

- To manage all administrative clerical functions
- To maintain a record of Board meetings
- To maintain all administrative personnel and compensation records
- To oversee all employee benefits
- To counter sign payroll and warrants

4. District Chiefs. The department heads of the District shall be the District's ambulance, police, and fire chiefs. The District chiefs shall not be merit employees and shall have principal responsibility for the day-to-day operations of the District. The District chiefs may be assisted by such employees as are determined appropriate by the Governing Board. The District chiefs shall serve at the pleasure of the Governing Board and may be removed with or without cause by a majority vote of the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The responsibilities and duties of the chiefs shall be determined by the Governing Board. The Chiefs shall report to the Executive Director and the Management Committee.

5. Funding. The fiscal year of the District shall be from July 1 of each year through June 30 of the following year. A proposed tentative annual budget shall be prepared annually by the Management Committee under the direction of the Governing Board. The proposed tentative annual budget shall include three district budget funds, one fund for fire, ambulance, and emergency medical services ("EMS"), one for police services, and one for administration. The Board shall cause the proposed tentative annual budget to be presented to the Governing Board, allowing reasonable time for consideration. After such reasonable time for consideration and after receiving the recommendations and advice from the Governing Board, a final annual budget shall be approved by majority vote of the Board. The approved final annual budget shall constitute the agreed budget for the next fiscal year for purpose of determining the annual financial participation of the Cities.

The District may be funded by any lawful means approved by the Board. Such funding may include, but is not limited to, obtaining grants, indebtedness, fees, and participation by the Cities to this Agreement of direct funding according to the formulae stated below.

The portion of the annual budget for fire, ambulance, or emergency medical services ("EMS"), which is not funded by other sources of revenue, shall be funded by direct assessment and payment from the Cities and shall be calculated as follows. Ten percent (10%) of the annual fire, ambulance, and EMS fund shall be assessed equally among the Cities; this 10% shall be known as the "base rate." Fifty percent (50%) of the remaining fire, ambulance, and EMS fund (45% of the total annual fire, ambulance, and EMS fund) shall be assessed proportionally based on the respective populations of the Cities. Each City's proportionate share of this assessment shall be equal to that City's proportionate share of the population of the District. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau, then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. The remaining fifty percent (50%) of the fire, ambulance, and EMS fund (the other 45% of the total) shall be assessed to each City based on Equivalent Residential Units (ERUs) within each City. This assessment shall be calculated by determining the ratio between the number of ERUs within the boundaries of the District and within each City. An ERU is defined as follows:

- (i) Each residential unit, including apartments or accessory apartments;
- (ii) Each 10,000 square-foot of retail space; and
- (iii) Each 10,000 square-foot portion of any other nonresidential structure, excluding buildings accessory to residential units.

The portion of the annual budget for administration and police services, which is funded by direct payment from the Cities, shall be calculated based on the population of the City receiving police. Each City receiving police services shall be assessed a pro rata portion of the police services fund based on the percent of the City's total population compared to the District's population receiving police services. The population numbers shall be determined by the most recent official census or the census estimates of the United States Census Bureau. If a needed population estimate is not available from the United States Census Bureau then a population estimate shall be obtained from the State of Utah's Population Estimates Committee. In all cases each City shall pay for its relative dispatch services incurred.

Once the stated calculations have been made and a final budget has been adopted by the District, each City will be assessed its portion of the annual budget to be funded by direct payment. This funding formula shall not become effective until the fiscal year beginning July 1, 2012. Other funding alternatives or allocation methods may be adopted upon a unanimous vote of the Board entitled to vote on that budget fund.

Every five (5) years, the relative proportion of contribution of the Cities shall be evaluated and if a proportionate share of the annual budget for any City has increased by more than twenty percent (20%), the number of representatives on the Board for that City may also be changed based on consent of the Governing Board.

6. Scope of Services. The District may provide all public safety services including police, fire, ambulance, and emergency medical services, may enforce hazardous material rules and regulations, and may provide services within a geographical jurisdiction of the District as requested and agreed to by the Governing Body. The District may also provide services outside of its jurisdiction pursuant to mutual aid or reciprocal support agreements with other jurisdictions and to such other jurisdictions as may contract for the purchase of services from the District.

This Agreement is intended to constitute the provision of services required of cities and counties under Titles 10 and 17 of the Utah Code. This Agreement is intended to create a mechanism whereby general public safety protection, emergency medical services, fire prevention services, and hazardous material regulation enforcement may be provided to the citizens of the District generally and is not intended to create a specific benefit or obligation to provide services with respect to any one person or legal entity.

7. Buildings. No building shall be constructed, renovated, or leased for use by the District without prior approval of the Board. The Cities hereto understand and agree that they may not bind the District or encumber the District's budget by constructing new buildings, renovating existing buildings, or leasing buildings to be used by the District without providing terms and conditions to the Board for prior approval. The District shall not be obligated to make payments on a lease without prior approval by the Board and signature by its authorized representative.

8. Term of Agreement. This Agreement shall be in continuous force for fifty (50) years from the effective date. Any City may terminate its participation in this Agreement as of

July 1 of any year provided that notice of intent to withdraw has been given in writing to the other Cities at least twenty-four (24) months prior to the time of withdrawal. The obligation of the District to provide services to a withdrawing jurisdiction terminates at the time the withdrawal is effective.

9. Effective Date. This Agreement shall become effective when the Cities have approved and executed this Agreement.

10. Transition Provisions. The Interlocal Agreement, dated January 1, 1996 and all subsequent amendments thereto, are superseded by this Agreement and shall be of no further force and effect as of the time this Agreement takes effect.

11. Distribution on Termination or Withdrawal. The District's Executive Director shall upon any agreement of the Cities to terminate this Agreement and dissolve the District, prepare an inventory of all real and personal property of the District. Distribution on dissolution shall be made in kind or in cash as the Board may determine. The value of the distribution of assets and liabilities to each City upon dissolution of the District shall be determined by calculating the value of all contributions of each City, beginning with the year 1996 and continuing through the year of dissolution. A calculation shall then be made of the percentage of contribution each City has made to the sum of the contributions of the Cities for the period of calculation. The calculated percentages shall then be applied to the total value of the assets or liabilities to be distributed and each City shall take their corresponding percentage. Assets that may be directly traced and attributed to funds obtained from sources other than the Cities as of the time of dissolution shall also be distributed based on the percentage of contribution.

If a City withdraws from the District and the District is not dissolved, any distribution of assets to the withdrawing City shall only be as negotiated with the remaining Cities. The Cities agree to negotiate in good faith in determining fair and reasonable terms and conditions for the distribution of District assets to the withdrawing City. If the Cities cannot agree on a negotiated distribution of assets to the withdrawing City, the Cities hereto agree to mediate the matter. If the dispute is not resolved in mediation, then the Cities may take the matter to court.

12. District Expansion. Other municipalities may become a party to this Agreement only upon written application to and approval by the Governing Board, who may determine the terms and conditions of admission to the District.

This Agreement constitutes the entire understanding and agreement between the Cities and hereby represent-that the undersigned are authorized to hereby bind each City to this Agreement.

Signed and dated this 26th day of March 2015

ATTEST:

Colleen Mulvey

Colleen Mulvey
CITY RECORDER

Approved as to form:

City Attorney

CITY OF CEDAR HILLS

By: Gary Gygi

Gary Gygi
MAYOR



Signed and dated this ____ day of _____ 2015

ATTEST:

ALPINE CITY

Charmayne Warnock
CITY RECORDER

By: _____
Don Watkins
MAYOR

Approved as to form:

City Attorney

Signed and dated this ____ day of _____ 2015

ATTEST:

CITY OF HIGHLAND

Jody Bates
CITY RECORDER

By: _____
Mark Thompson
MAYOR

Approved as to form:

City Attorney