

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the GUNNISON VALLEY POLICE DEPARTMENT as an interlocal entity, dated November 30th, 2016, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the GUNNISON VALLEY POLICE DEPARTMENT, consisting of the county of Sanpete, State of Utah.

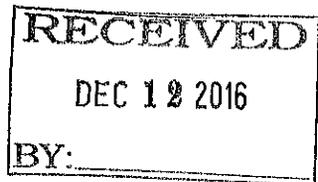


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 12th day of December, 2016.

SPENCER J. COX
Lieutenant Governor

MANDY LARSEN

MANDY LARSEN PC
ATTORNEY AT LAW
GUNNISON CITY ATTORNEY
DEPUTY SEVIER COUNTY ATTORNEY
CERTIFIED MEDIATOR
319 EAST 1010 NORTH
RICHFIELD, UTAH 84701
435-896-3411
MANDYLARSENESQ@GMAIL.COM



December 8, 2016

Lieutenant Governor Spencer J. Cox
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Re: Creation of the Gunnison Valley Police Department

Dear Lieutenant Governor Cox:

I am requesting you issue a Certificate of Creation for the Gunnison Valley Police Department. The Amended Interlocal Agreement forming the Gunnison Valley Police Department was ratified by its members November 30, 2016.

In accordance with Utah Code Annotated Section 11-13-204(4) I have also enclosed verification of approval of the Impending Boundary Action from each of member, as well as a copy of our Amended Interlocal Agreement. Each of our members' territory is included within the interlocal entity, therefore, a local entity plat is not needed.

Please contact me if you need additional documentation or have any questions at the number listed above.

Sincerely,

Mandy Larsen
Attorney at Law

AMENDED INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN GUNNISON CITY AND CENTERFIELD CITY TO CREATE A NEW
ENTITY AND FOR THE OPERATION OF A CONSOLIDATED PUBLIC SAFETY
POLICE DEPARTMENT

THIS AGREEMENT is entered into effective November 30th, 2016 by
and between:

GUNNISON CITY, a municipal corporation of the State of Utah, of 38 West
Center, Gunnison, UT 84634, referred to in this Agreement as "Gunnison"; and

CENTERFIELD CITY, a municipal corporation of the State of Utah, of 130
South Main, Centerfield, UT 84622, referred to in this Agreement as "Centerfield".

Gunnison and Centerfield are referred to collectively in this agreement as the "Parties."

WITNESSETH:

The Parties recite the following as the basis for entering this agreement:

A. The Parties are neighboring cities within the Gunnison Valley in Sanpete County, Utah and qualify as "public agencies" and "instrumentalities" of the State of Utah for purposes of Utah Code Ann. § 11-13-203.

B. The Parties have historically operated independent public safety departments, which included public safety officers, to serve the residents of their respective municipalities.

C. The Original Interlocal Agreement contemplated the inclusion of Mayfield Town as a participant within the Interlocal Agreement, however Mayfield has determined not to participate and this Amended Interlocal Agreement reflects their exclusion from the Agreement.

D. It has been determined by the Parties that it would be beneficial to create a political subdivision under Utah Code Ann. § 11-13-203 to consolidate their public safety departments, whereby the Parties might be able to collectively avail themselves of increased access to resources, manpower, and to establish a uniform public safety system to serve their respective communities.

E. Title 11, Chapter 13 of the Utah Code establishes the Utah Interlocal Cooperation Act and provides in subsection 11-13-102 that the purpose of this chapter is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

F. The Parties each own police vehicles and equipment that have historically been used by their individual public safety departments for the carrying out of their duties to enforce the laws within their municipal limits.

G. The Gunnison public safety department owns and maintains those assets listed in Schedule 1 to this Agreement.

H. The Centerfield public safety department owns and maintains those assets listed in Schedule 2 to this Agreement.

I. The Parties desire to establish the Gunnison Valley Police Department (the "Department") and the associated Gunnison Valley Public Safety Board (the "Board") to manage and oversee the affairs of the Department.

J. Representatives of each of the Parties met on 9/07/16, 2016 and agreed upon the terms and conditions on which their respective public safety departments would merge and hereafter create the Department to operate as its own entity.

K. Based on these facts, the Parties desire to enter this Agreement to provide a written record of their Agreement for those conditions upon which the Parties will establish the Department and the Parties' respective obligations in doing so, under the authority of the Utah Interlocal Cooperation Act as contained in Chapter 13 of Title 11, Utah Code Annotated (1953), as amended.

NOW, THEREFORE, the Parties, for the mutual covenants and other consideration expressed herein, the sufficiency of which is acknowledged, agree as follows:

1. Verification. The Parties each certify the correctness and accuracy of the facts recited above as a correct statement of the history of their negotiations and joint undertaking for which they desire to enter into this Agreement and incorporate the same as part of this Agreement.

2. Formation of Entity. Pursuant to the authority granted by Utah Code Ann. § 11-13-203, the Parties hereby create to the Gunnison Valley Police Department as a political subdivision of the State of Utah.

3. Duration. This Agreement shall continue in effect for a term of fifty (50) years, unless sooner terminated as set out herein. It is understood and agreed that the Department and the Board may continue despite the withdrawal of one of the Parties to this Agreement.

4. Purpose of Agreement. The purpose of this Agreement is to provide for those conditions under which the Parties shall consolidate their public safety

departments to improve efficiency and generally improve the service available to the residents of their municipalities.

5. Board Membership. The Board shall consist of five (5) members. The current serving mayors of Gunnison and Centerfield shall each hold one seat on the Board. The mayors shall, after consultation with their respective town or city councils, appoint one member of their respective communities to serve on the Board. The final board member shall be held by an individual residing within Sanpete County, who is selected by the Chief of the Department. The appointed Chief of the Department shall serve as non-voting ex-officio member to the Board.

6. Board Member Terms. The term of each mayor shall be for the remainder of his or her respective term as mayor of their respective municipality. The initial non-mayor board members shall serve staggered terms, or one of the initial non-mayor board members shall serve an initial term of two years, one shall serve a term of three years, and the remaining non-mayor board member shall serve an initial term of four years. At the conclusion of the initial term, the non-mayor board members shall serve a term of four years. The Chief of the Department shall continue on the board as long as he or she serves in the capacity of Chief of the Department.

7. Management by Board. The Board shall create by-laws to establish the day-to-day operating procedures for the Department. The Board may also establish such internal policies as it deems appropriate or it may defer the establishment of internal policies to the Department Chief.

8. Contribution of Equipment. The Parties shall contribute those assets necessary to operate the Department. The Parties intend to collectively use those assets contributed by the Parties to the Department.

9. Funding. The Parties have agreed to contribute that amount listed in Schedule "A" to this Agreement for the 2016-2017 fiscal year and 2017-2018 fiscal year. Prior to the 2018-2019 fiscal year, the Parties shall meet to confer upon an ongoing fee structure for the services rendered by the Department. Any Party that does not contribute the agreed upon funds to the Department shall be provided a thirty (30) day notice to make said payment. If said payment is not received, the Board may take such action as necessary to have the non-paying Party removed from the Board and to pursue any default of this Agreement.

10. Public Safety Personnel. The Parties agree to provide certified, competent personnel to perform the obligations of public safety personnel. Each Party shall ensure that all personnel provided by that Party are trained and certified to the extent necessary to serve as public safety officers and to comply with all local, state, and federal certification and compliance requirements. Each of the Parties currently have qualified public safety personnel and it is agreed by the Parties that said Personnel shall be employed by the Department with employment terms

consistent with their current pay scale and benefits package. Upon creation of the Department, the Chief shall make all future personnel decisions after briefing the Board of said personnel issues.

11. Services Provided. Upon the operational effective date (as defined below), the Parties shall consolidate, pursuant to the terms and conditions of this Agreement, their assets and personnel into the Department, and the Department shall continuously and without interruption, furnish law enforcement services as needed within the Parties' territorial jurisdiction and boundaries. The Department shall establish procedures to ensure adequate levels of service to the citizens of the affected municipalities.

12. Operational Effective Date. The operational effective date ("Effective Date") shall be set by the Board during the initial meeting of the Board.

13. Withdrawal from Department. A Party to this Agreement may withdraw from the Department based upon the following terms and conditions:

- A. If a Party desires to withdraw from participation in the Department, such Party will be allowed to withdraw only on or after July 1, 2019 and upon at least one full year's advance written notice of intent to withdraw, given to the Department and the other Parties to this Agreement.
- B. Any Party withdrawing from the Department shall no longer have any representation on the Board.
- C. The Parties shall mutually agree to a distribution of assets and liabilities to the withdrawing Party, understanding and acknowledging that no asset will be distributed to the withdrawing Party that will have a negative impact on the Department or its ability to properly perform its duties.

14. Termination of this Agreement.

- A. A decision to terminate this Agreement may be made by the Board upon receipt of a concurring vote of three-fifths (3/5) of the total membership of the Board. Any decision to terminate this Agreement by the Board shall not have an effective date until the first day of the following fiscal year, so as to provide the Parties with opportunity to reestablish an independent public safety department.
- B. The Parties to this Agreement shall contribute that amount currently budgeted to their public safety department to the newly created Department, except as otherwise specifically agreed between the Parties.

C. All proceedings of the Board shall be conducted in accordance with the Utah Open and Public Meetings Law. Duplicate copies of the minutes of all Board activities shall be maintained in the offices of the respective Parties to this Agreement.

15. Review by Attorney. As provided in Utah Code Annotated § 11-13-202.5(3), this Agreement has been reviewed by an attorney authorized to review and approve the terms of this Agreement on behalf of the respective Parties.

16. Enforcement. Subject to the provisions contained herein, if any Party is required to enforce any of the provisions of this Agreement, the Party in default shall pay to the non-defaulting party all costs and expenses of enforcement, including reasonable attorney's fees incurred, regardless of whether enforcement is by litigation, mediation, arbitration, or other legal means of dispute resolution.

17. Financial Records. Except for Utah Code Ann. §§ 10-6-133 and 10-6-134, the Department shall comply with the accounting, reporting, budgeting, and auditing requirements of the Parties. The financial functions shall be determined and established by the Board in order to comply with applicable statutory financial compliance obligations.

18. Notices. All notices, demands, or other writings to be provided to the other party under this agreement shall be accomplished as follows:

A. Notice shall be deemed to have been fully given when actually communicated in writing, or when made or sent in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

i. To Gunnison: ATTN: Mayor
 Gunnison City
 P.O. Box 790
 Gunnison, UT 84634

ii. To Centerfield:
 ATTN: Mayor
 Centerfield City
 130 S. Main
 Centerfield, UT 84622

B. The address to which any demand, notice, or other writing may be given or made or sent to any party as above provided may be changed by written notice.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Utah.

20. Indemnification. The Department and the Parties are governmental entities under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et seq.*) “(the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Department and the Parties do not waive any defenses otherwise available under the Immunity Act nor does any Party or the Department waive any limits of liability currently provided by the Immunity Act. The Department shall defend, indemnify, save and hold harmless the Parties, or their respective elected and appointed officers, against any and all demands, liabilities, claims, damages, actions, and/or proceedings, in law or equity, relating to or arising from the law enforcement services provided by the Department. Each Party shall defend, indemnify, save and hold harmless the Department or the Parties from and against demands, claims, actions, and/or proceedings in law or equity relating to or arising from actions of that Party’s elected and appointed officers or employees.

21. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

22. Severability. If any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained herein.

23. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

24. Titles and Captions. All sections or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. Amendment. This Agreement may not be amended or modified in any respect without the written consent of three-fifths (3/5) of the Board.

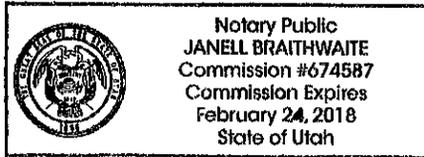
IN WITNESS WHEREOF, each of the Parties, by resolution, duly adopted by their respective city or town council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

[SIGNATURES TO FOLLOW]

GUNNISON

By: Bruce A Blackham
BRUCE BLACKHAM, Mayor

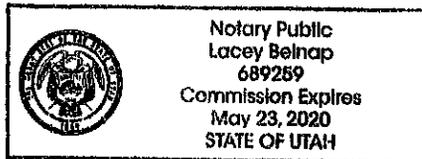
Attest: Janell Braithwaite
Gunnison City Recorder



CENTERFIELD

By: Tom Soren
TOM SORENSEN, Mayor

Attest: Lacey Belnap
Centerfield City Recorder



NOTICE OF IMPENDING BOUNDARY ACTION

The Honorable Spencer J. Cox
Lieutenant Governor Spencer J. Cox
Utah State Capitol Complex
Suite 220
P.O. Box 142325
Salt Lake City Utah, 84114-2325

Re: Creation of an Interlocal Entity to Provide Law Enforcement Services Pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code

Lieutenant Governor Cox:

The governing bodies of Gunnison City and Centerfield City, entered into a Cooperative Agreement by Public Agencies to Create a New Entity, to Consolidate Law Enforcement pursuant to Utah Code Ann. Section 11-13-101, et seq., which agreement was executed by all members as of November 30, 2016 and became effective as of that same date. The interlocal agreement provides that the new interlocal entity shall be known as the "Gunnison Valley Police Department." Pursuant to Utah Code Section 11-13-204(a)(i)(B), no final local entity plat is required because all of the territory of each member jurisdiction is included within the interlocal entity. A copy of the fully executed interlocal agreement creating the interlocal entity is included with this Notice. The members of the interlocal entity may submit this Notice signed in counterparts. Each of the undersigned, as approving authorities, certifies that all requirements applicable to the creation of the interlocal entity have been met.

The governing bodies of each of the members of the newly created Gunnison Valley Police Department respectfully request this issuance of a certificate of creation under Section 67-1a-6.5 of the Utah Code.

DATED this ____ day of December, 2016

ATTEST:

GUNNISON CITY COUNCIL

By Janelle Braithwaite
Janelle Braithwaite, City Recorder

By Bruce A Blackham
Bruce Blackham, Mayor

Date Signed: 12/06/2016

Date Signed: 12/6/2016



ATTEST:

CENTERFIELD CITY COUNCIL

By Lacey Belnap
Lacey Belnap, City Recorder

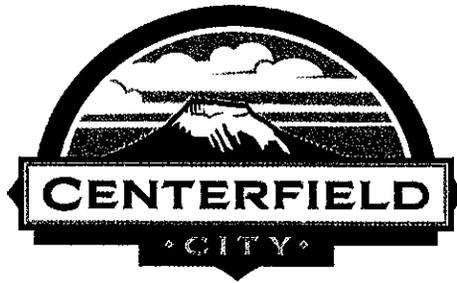
By Tom Sorensen
Tom Sorensen, Mayor

Date Signed: 12/7/16

Date Signed: 12/7/16



Centerfield City
130 South Main
P.O. Box 220200
Centerfield, UT 84622
O (435) 528-3296
F (435) 528-3300
office@centerfieldcity.org



Thomas Sorensen, Mayor
Lacey Belnap, Recorder
Tammy Winegar, Treasurer

Notice of Approval of Interlocal Agreement and Impending Boundary Action

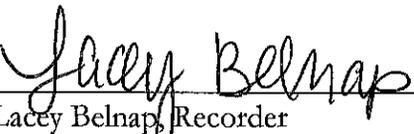
December 6, 2016

To whom it may concern:

On September 7, 2016 the Centerfield City Council met in a regularly scheduled meeting of the Centerfield City Council and, upon proper posting of notice of a public agenda, did consider and issue a vote in favor of the creation and entry of the Interlocal Cooperation Act Agreement and Impending Boundary Action for the creation of the Gunnison Valley Police Department.

This matter was discussed and approved in a regularly scheduled public meeting. Council members Dan Dalley, Lynette Mincks and Becky Edwards voted in favor, with council members David Beck and Jaden Sorenson voting against the action. With a passing vote of three to two, Centerfield City voted affirmatively for the approval and the interlocal agreement and impending boundary action. The Interlocal Cooperation Act Agreement has been signed by the Mayor of Centerfield City, Tom Sorensen, with an effective date of November 30, 2016.

CENTERFIELD CITY


Lacey Belnap, Recorder



GUNNISON, UTAH
RESOLUTION NO. 2016-11

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A NOTICE
OF IMPENDING BOUNDARY ACTION WITH RESPECT TO THE GUNNISON
VALLEY POLICE DEPARTMENT**

WHEREAS, the Gunnison City Council met in on Wednesday, September 7, 2016 to consider authorizing the execution of delivery of a Notice of Impending Boundary Action with respect to the Gunnison Valley Police Department; and

WHEREAS, it is necessary to give notice of an impending boundary action with respect to the creation of the Gunnison Valley Police Department;

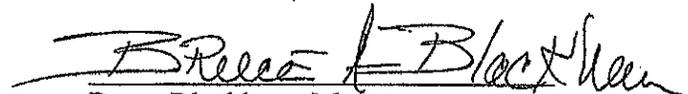
WHEREAS, a notice has been prepared and is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Recorder are hereby authorized and directed to execute and deliver the attached Notice of Impending Boundary Action.

This Resolution, assigned No. 2016-11, shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Gunnison, Utah this 7th day of September, 2016.

GUNNISON CITY COUNCIL


Bruce Blackham, Mayor

ATTEST:


Janell Braithwaite, City Recorder



VOTING

Robert Andersen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Thayne Carlisle	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Blake Donaldson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Andrew D. Hill	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Blane R. Jensen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>