

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 CENTRAL UTAH 911 as an interlocal entity, dated January 28, 2019, 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 CENTRAL UTAH 911, located in Utah and Juab County, 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 27th day of February, 2019.



A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor



January 28, 2019

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

Re: Creation of Central Utah 911

Dear Lieutenant Governor Cox:

The local government entities of Utah County, Juab County, Nephi City, and all of the cities and towns in Utah County except for Pleasant Grove, Orem, Lindon, Provo, Springville, and Mapleton have entered into an interlocal agreement to create a new entity known as Central Utah 911. Pursuant to the provisions of Utah Code Annotated §§11-13-204 and 67-1a-6.5(3), these creating entities are giving notice of the creation of Central Utah 911 and are requesting a certificate of existence from your office. Copies of the signed interlocal agreement by each entity and/or their resolution approving the same are attached.

Central Utah 911 has been created to cooperatively provide public safety dispatch services to its members. This came about when Juab County and Nephi City petitioned the Utah Valley Dispatch Special Service District for membership. After careful consideration, it was determined that an interlocal entity was much easier to create for a multi-county entity than it would be for a multi-county service district. Utah Valley Dispatch Special Service District will be disbanded once all assets and obligations are transferred. A map of the area is included. Also included is a letter from the Utah State Retirement Office, as required by Utah Code Ann. §67-1a-6.5(3)(d).

Thank you for your prompt action on this request. Any questions or comments may be directed to me at jbaker@spanishfork.org or via phone at 801-804-4676.

Sincerely,

S. Junior Baker
Counsel for Central Utah Valley 911

Utah Retirement Systems

Retirement Office

560 East 200 South
Salt Lake City, UT 84102-2021

(801) 366-7700
(800) 365-8772 Toll Free
(801) 366-7734 Fax
www.urs.org

DANIEL D. ANDERSEN
Executive Director

Public Employees Health Program

560 East 200 South
Salt Lake City, UT 84102-2004

(801) 366-7500
(800) 365-8772 Toll Free
(801) 366-7596 Fax
www.pehp.org

R. CHET LOFTIS
Director

January 7, 2018

Central Utah 911
ATTN: Mike Veenendaal
3075 North 400 West
Spanish Fork, UT 84660

Re: Eligibility for Participation of a Newly Created Entity in the Utah State Retirement Systems

Dear Mr. Veenendaal:

When a governmental entity is being incorporated or created, Utah law requires the Utah State Retirement Office ("Office") to provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act ("Retirement Act"), with which it shall comply. *See* Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as the official notice for Central Utah 911, a newly created administrative interlocal governmental entity.

Based upon the information provided, the Office has determined that Central Utah 911 is an "employer" under the Retirement Act as a political subdivision of the state by virtue of its status as an interlocal governmental entity. Accordingly, Central Utah 911 must comply with the participation requirements of the Retirement Act.

This does not mean that Central Utah 911 must provide retirement benefits to its employees. However, at the present time and throughout the future, Central Utah 911 **is required by law to participate with URS if and when it offers any type of retirement benefit to its employees.**

Central Utah 911 may not currently have employees or may have not yet elected to provide a retirement benefit to its employees. Please be aware, it is not the obligation of the Office to monitor the activities of Central Utah 911. **By law, it is Central Utah 911's obligation to apply for membership with URS if and when it chooses to provide a retirement benefit to its employees.**

Once Central Utah 911 begins participation with URS, its public employees will be covered under either the Tier I or Tier II public employee retirement systems, as described in the Retirement Act. If Central Utah 911 employs public safety or firefighter service employees, those employees will be covered under the separate Tier I or Tier II systems for public safety and/or firefighter service employees described in the Retirement Act.

In addition, Participating Employers of URS are required by section 49-11-606 to "cover all employees eligible for service credit under this title." As such, once admitted as a participating employer, Central Utah 911 will be required to cover all eligible employees, pursuant to the eligibility rules found in the Retirement Act.

Please note that the above-referenced laws are those used to determine eligibility for participation, and are not the only laws with which a participating employer must comply. Participating employers are required to "inform themselves of their rights and obligations" under Title 49 and should become familiar with all provisions of the Retirement Act. Once Central Utah 911 is admitted into the system, URS provides education about the requirements with which Central Utah 911 must comply as a participating employer.

Additionally, please be aware that should Central Utah 911 fail to participate with URS while offering another retirement benefit to its employees, Central Utah 911's employees may have a claim against it for service credit under the Retirement Act, which the Office is required to enforce. Under the Retirement Act, such a claim would include all past employer contributions, interest, and in some cases, penalties. *See Utah Code Ann. § 49-11-601(3).*

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew K. Judd". The signature is fluid and cursive, with the first name "Matthew" being the most prominent part.

Matthew K. Judd
Employer Services Director
Utah State Retirement Office

**FIRST AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the "Agreement") is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Vineyard Town (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

- A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.
- B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.
- C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.
- D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.
- E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.
- F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as "Central Utah 911," empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the "Agency") by identifying the members of Utah Valley Dispatch Special Service District as members of the interlocal agency, replacing Utah Valley Dispatch Special Service District.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah Regional Dispatch Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers,

and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Vineyard Town, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
 2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
 3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
 4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
 2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;
 3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
 4. Prepare, update, and implement capital improvement plans;

5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. **Board of Directors.**

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member ("Directors").
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. **Transaction of Board Business; Alternate Directors.**

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.
2. Alternate Directors. Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board,

following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.

C. **Board Meetings**. The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.

D. **Committees**.

1. **Committees**. The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

A. **Board Officers**. The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members' directors.

B. **Executive Director**. The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

A. **Budgets**. The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and

submitted to each Director. The final budget shall be adopted by the Board during June of each year.

- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Future Members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the governing bodies of all Members have approved an amended Interlocal Agreement. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member's contribution to the total Agency budget for the previous fiscal year, along with what the New Member's contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency's existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year's notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.

- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and (ii) upon the Lieutenant Governor's issuance of a certificate of creation of the Agency, submit to the recorders of Utah County and Juab County the original notice of an impending boundary action, the certificate of creation, and a certified copy of this Agreement. Upon the Lieutenant Governor's issuance of a certificate of creation the Agency shall be duly created.

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

UTAH COUNTY

Authorized by Resolution No. 2018-162, adopted on December 18, 2018

UTAH COUNTY by: 

WILLIAM C. LEE,
County Commission Chair

Attest:



AMELIA A. POWERS, County Clerk

Approved as to form and compliance
with applicable law:



DAVID O. LEAVITT
By Deputy


JUAB COUNTY

Authorized by Resolution No. 090418, adopted on SEP-14, 2018

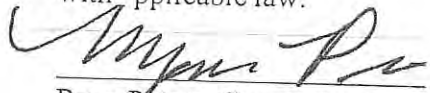
JUAB COUNTY by:


CLINTON PAINTER, Chair

Attest:


Alaina Lofgran, County Clerk

Approved as to form and compliance
with applicable law:

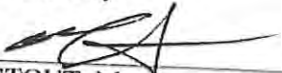

Ryan Peters, County Attorney

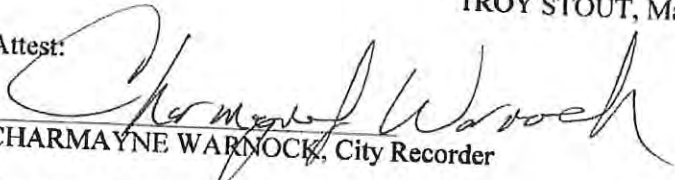
ALPINE CITY

R 2018-12

Authorized by Resolution No. ~~R 2018-12~~ adopted on Sept. 11, 2018

ALPINE CITY by:


TROY STOUT, Mayor

Attest: 
CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney



**RESOLUTION OF AMERICAN FORK CITY
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by American Fork City, as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of American Fork City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.

DATED this 23 day of January, 2019.



Mayor

ATTEST:



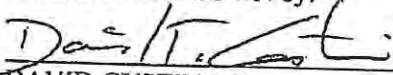
Recorder



CEDAR FORT TOWN

Authorized by Resolution No. CFR-610-IL-2018, adopted on November 8, 2018

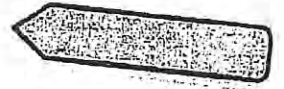
CEDAR FORT TOWN by:



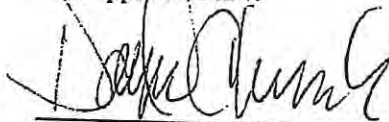
DAVID GUSTIN, Mayor

Attest:

CARA LYON, City Recorder



Approved as to form and compliance
with applicable law:



DAVID CHURCH



RESOLUTION OF 11-20-2018A
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and


WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an Interlocal Agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Hills, as follows:

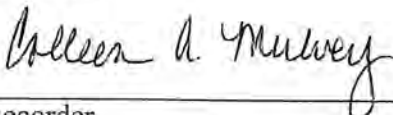
1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of the City of Cedar Hills.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.

DATED this 22nd day of January, 2019.



Mayor

ATTEST:



Recorder



RESOLUTION NO. R-21-2018

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

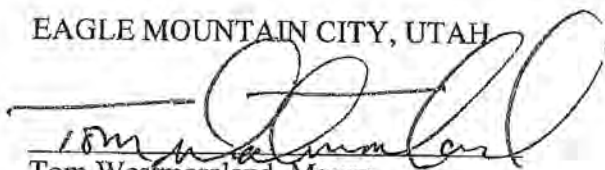
WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah, as follows:

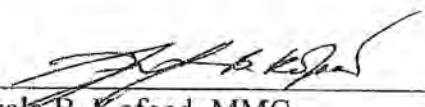
1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of City Council of Eagle Mountain City, Utah.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of November, 2018.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 20th day of November, 2018.

Those voting aye:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

Those voting nay:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

Those excused:

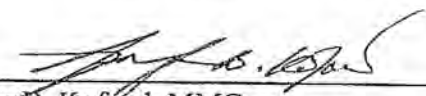
Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

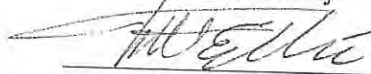


Fionnuala B. Kofod, MMC
City Recorder

ELK RIDGE CITY

Authorized by Resolution No. 18-09-11-1R, adopted on September 11, 2018

ELK RIDGE CITY by:



TY ELLIS, Mayor

Attest:



ROYCE SWENSEN, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

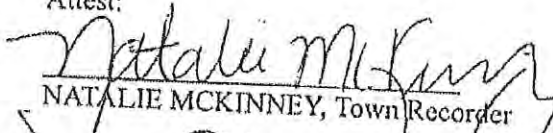
FAIRFIELD TOWN

Authorized by Resolution No. ~~10-11-2018~~ adopted on OCT, 11, 2018

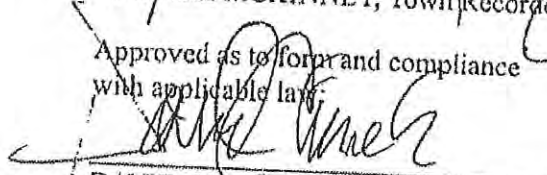
FAIRFIELD TOWN by:


BRADLEY GURNEY, Mayor

Attest:


NATALIE MCKINNEY, Town Recorder

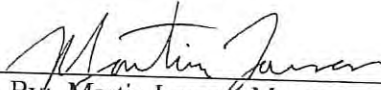
Approved as to form and compliance
with applicable law:

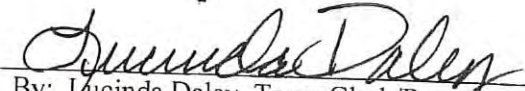

DAVID CHURCH, Town Attorney

Authorized by Resolution No. 2018-08, adopted on the 14th day of November, 2018.


TOWN OF GENOLA:

ATTEST:


By: Martin Larson, Mayor


By: Lucinda Daley, Town Clerk/Recorder

Approved as to form and compliance with
applicable law


Joshua Nielsen, Town Attorney



RESOLUTION OF 1/10/2019
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by Town of Goshen, as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Town of Goshen.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

DATED this 8 day of January 2019

Authorized by Resolution No. 01012019, adopted on January 8, 20189

TOWN OF GOSHEN by:

[Signature]
STEVEN STAHOLI, Mayor

Attest:

[Signature]
RACHEL PENA, Town Clerk

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

~~VINEYARD TOWN~~

[Signature]

7/30/19

RESOLUTION NO. R-2018-23

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

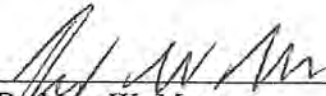
NOW THEREFORE, be it resolved by the City Council of Highland City, Utah, as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Highland City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

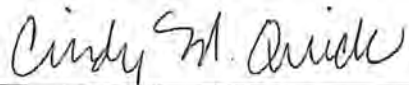
DATED this 13th day of November 2018.

HIGHLAND CITY, UTAH




Rodney W. Mann
Mayor

ATTEST:


Cindy M. Quick, CMC
City Recorder

| COUNCILMEMBER | YES | NO |
|-------------------|-------------------------------------|--------------------------|
| Brian Braithwaite | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ed Dennis | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Tim Irwin | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Kurt Ostler | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Scott L. Smith | <input checked="" type="checkbox"/> | <input type="checkbox"/> |


LEHI CITY

Authorized by Resolution No. 2018-57 adopted on October 9, 2018

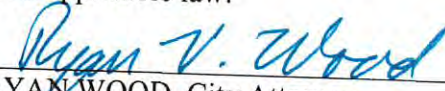
LEHI CITY by:


MARK JOHNSON, Mayor

Attest:


MARILYN BANASKY, City Recorder

Approved as to form and compliance
with applicable law:


RYAN WOOD, City Attorney



RESOLUTION NO. 11-07-2018 D

**APPROVING AN INTERLOCAL AGREEMENT AMENDING AND JOINING
CENTRAL UTAH 911.**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

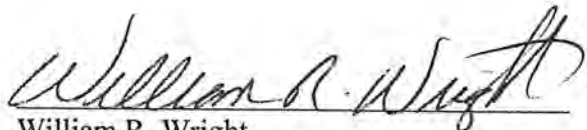
WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the Payson City Council as follows:

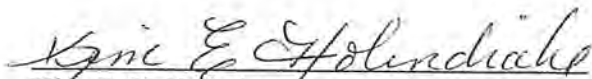
1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Payson City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of November, 2018.



William R. Wright
Mayor of Payson City

ATTEST:



Kim E. Holindrake
Payson Deputy City Recorder



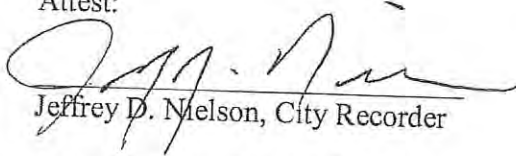
SALEM CITY

Authorized by Resolution No. 90518, adopted on 9/5, 2018

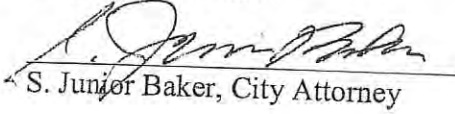
SALEM CITY by:


KURT L. CHRISTENSEN, Mayor

Attest:


Jeffrey D. Nelson, City Recorder

Approved as to form and compliance
with applicable law:


S. Junior Baker, City Attorney



RESOLUTION 09-01-2018

RESOLUTION OF SANTAQUIN CITY APPROVING AN INTERLOCAL AGREEMENT AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

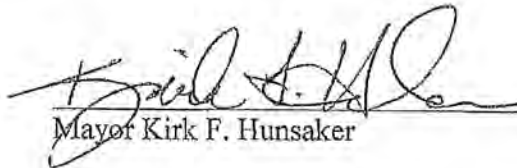
WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the Santaquin City Council, as follows:

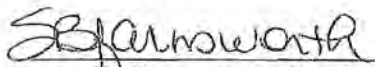
1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Santaquin City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

PASSED AND APPROVED this the 4th day of September, 2018.



Mayor Kirk F. Hunsaker

ATTEST:



Susan B. Farnsworth, City Recorder

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. 18-49, adopted on Oct. 2, 2018

CITY OF SARATOGA SPRINGS by:


JIM MILLER, Mayor

Attest:


CINDY LoPICCOLO, City Recorder

Approved as to form and compliance
with applicable law:


KEVIN THURMAN, City Attorney



SPANISH FORK CITY

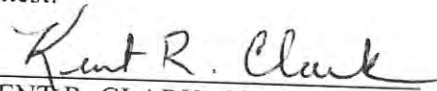
Authorized by Resolution No. 1814A, adopted on Sept. 4, 2018

SPANISH FORK CITY by:



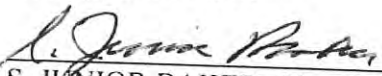
STEVE LEIFSON, Mayor

Attest:



KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:



S. JUNIOR BAKER, City Attorney



RESOLUTION OF 2018-14
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by The City Council, as follows:

1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Vineyard, Utah.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.

DATED this 23 day of January 2019.



Mayor

ATTEST:



Recorder



| ROLL CALL VOTING: | YES | NO |
|-------------------------------|-----|-----|
| Mayor Wendy Pray (tie only) | [✓] | [] |
| Council member Lawrence Henry | [✓] | [] |
| Council member Dorel Kynaston | [✓] | [] |
| Council member Paul MacArthur | [✓] | [] |
| Council member Kari Malkovich | [✓] | [] |
| Council member David Pratt | [✓] | [] |

R-18-15

I move that this Resolution be adopted.



Council Member

I second the foregoing motion.



Council Member

RESOLUTION NO. 2018-15

**RESOLUTION OF THE CITY OF WOODLAND HILLS
APPROVING AN INTERLOCAL AGREEMENT
AMENDING AND JOINING CENTRAL UTAH 911**

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District) and Nephi City and Juab County to provide dispatch services to its member agencies; and

WHEREAS, District desires all of its members to become members of Central Utah 911 and obtain dispatch services through the Agency; and

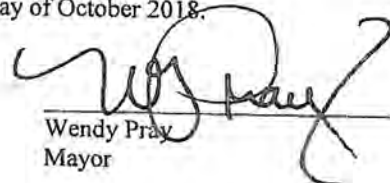
WHEREAS, by entering into an interlocal agreement that includes Juab County and Nephi City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by The City of Woodland Hills as follows: as follows

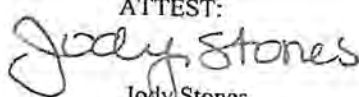
1. The First Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of the City of Woodland Hills
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

DATED this 9th day of October 2018.

Passed and approved by the Woodland Hills City Council this 9th day of October 2018.



Wendy Pray
Mayor

ATTEST:

Jody Stones
Recorder

RESOLUTION NO. 10-02-18

A RESOLUTION OF NEPHI CITY, STATE OF UTAH, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN NEPHI CITY AND THE CENTRAL UTAH 911.

WHEREAS, Nephi City has entered into an agreement with Utah Valley Dispatch to define a scope of dispatch services; and

WHEREAS, in order to become a member of the Utah Valley Dispatch Special Service District a new interlocal agreement is required with Central Utah 911; and

WHEREAS, Nephi City supports the migration of dispatch services to Central Utah 911;

NOW THEREFORE, the City Council of Nephi City, State of Utah, Resolves and directs as follows:

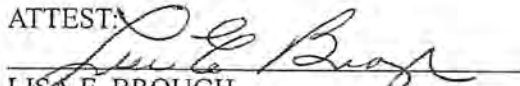
1. Authorize the Mayor to sign the interlocal agreement attached as Exhibit A between Nephi City and Central Utah 911.
2. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE NEPHI CITY COUNCIL, STATE OF UTAH, ON THIS THE 2nd DAY OF OCTOBER, 2018.

NEPHI CITY
A Municipal Corporation


GLADE R. NIELSON
Mayor

ATTEST:


LISA E. BROUGH
City Recorder

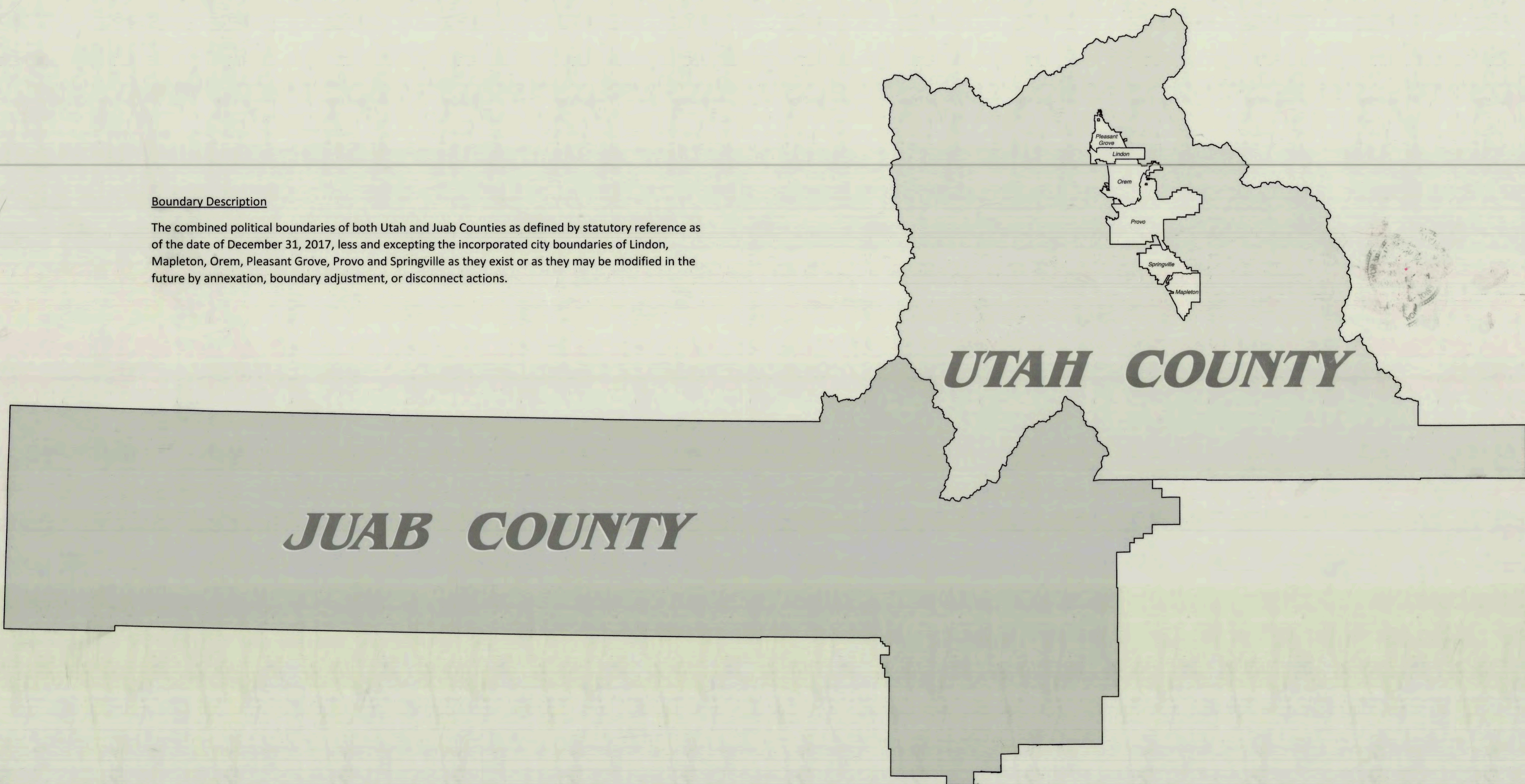
**Central Utah
911**



Plat Prepared by
Utah County Information Systems
GIS Division
Utah County Historic Courthouse
51 South University Avenue
Provo, UT
(801) 851-9626

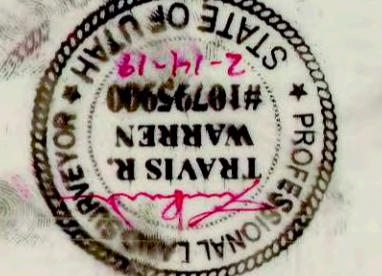
Boundary Description

The combined political boundaries of both Utah and Juab Counties as defined by statutory reference as of the date of December 31, 2017, less and excepting the incorporated city boundaries of Lindon, Mapleton, Orem, Pleasant Grove, Provo and Springville as they exist or as they may be modified in the future by annexation, boundary adjustment, or disconnect actions.



The preparation of this plat has been reviewed
by Travis R. Warren Licensed Surveyor
Dated this 14 day of February, 2019

Licensed Surveyor



Acceptance by Legislative Body
Adopted by the Board of
Juab County Commissioners

Dated this 4th day of February, 2019

Commissioner: Byron B. Woodland

Commissioner: Richard Hanson

Commissioner: Scott A. Park

Attest: Naana Tolgaa
Title (See Seal): Deputy Clerk

Acceptance by Legislative Body
Adopted by the Board of
Utah County Commissioners

Dated this _____ day of _____, _____

Commissioner: _____

Commissioner: _____

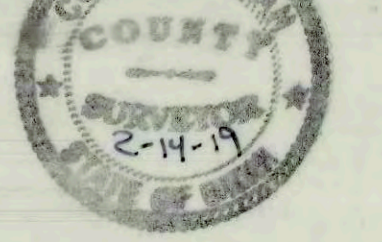
Commissioner: _____

Attest: _____
Title (See Seal): Deputy Clerk

This plat is certified by the County Surveyor
as a final local entity plat, pursuant to
Utah Code Ann. 17-23-20 as amended.

Dated this 14th day of Feb., 2019

Gary Ratcliffe
Gary Ratcliffe, Utah County Surveyor



County Recorder