

INTERLOCAL AGREEMENT FOR PUBLIC SAFETY SERVICES

This Interlocal Agreement ("Agreement") is entered into by and between MORONI CITY, UTAH (the "City") and the NORTH VALLEY PUBLIC SAFETY DEPARTMENT, UTAH (the "PD") as of this 19th day of March, 2026.

WHEREAS, the City has certain statutory obligations with respect to public safety which it has previously contract with Sanpete County Sheriff's office; and

WHEREAS, Fairview City and Mount Pleasant City have established an interlocal entity known as the PD to provide public safety services in their communities; and

WHEREAS, the City desires to contract with the PD for public safety; and

WHEREAS, the City and the PD are authorized to enter into agreements for public safety under Title 11, Chapter 13 of the Utah Code:

NOW THEREFORE, Moroni City, Utah and the North Valley Public Safety Department, Utah hereby agree and covenant as follows:

Section 1.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the PD as follows:

(a) The City is a political subdivision and body politic duly existing as such within the State of Utah under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Agreement. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The City agrees to provide the following as consideration to the PD for the services PD will provide to the City:

1. In consideration for the public safety services to be provided by PD under this Agreement, the City shall pay PD \$32,500.00 for the period from April 1, 2026, through June 30, 2026. Thereafter, for the 2026–2027 fiscal year, the City shall pay \$150,000.00, together with the transfer of the 2020 Ford F-150 police truck, with cash payments to be made in the amount of \$37,500.00 per quarter. Commencing July 1, 2027, the City shall pay PD \$180,000.00 per year, payable in quarterly installments of \$45,000.00. All

monetary payments shall be made in arrears; however, the police truck shall be transferred to PD immediately upon execution of this Agreement.

2. The City shall provide a justice court for offenses classified as infractions, class C misdemeanors, and class B misdemeanors.
3. The City shall require all employees or officials who may be needed to appear in court, to appear in court as notified by PD.
4. The City's justice court shall be responsible for facilitating and issuing all justice court warrants, and PD shall be responsible for serving any warrant issued by the City's justice court.

Section 1.2 Representations, Covenants and Warranties of the PD. The PD represents, covenants and warrants for the benefit of the City as follows:

(a) The PD is a political subdivision of the State of Utah duly created and in good standing under the Constitution and laws of the State and the PD is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The PD has duly authorized and approved the execution and delivery of this Agreement.

(b) The PD agrees to provide public safety services for and within the City to include the following:

(i) PD will hire a full-time, sworn peace officer to provide public safety services in the City who will be scheduled for 40 hours a week in the City in the same manner as if the public safety matters were handled by an officer directly hired by the City. The officers providing services to the City will be employees of the PD and not the City. The City shall not exercise direct supervision over any PD employee.

(ii) PD will provide a vehicle and all equipment for such officer, and all other officers who may respond from PD.

(iii) PD will provide coverage to respond to all calls for service anytime day or night that there is a call in the City. This includes calls for City Ordinances and animal control and coverage shifts during the week by officers at key times to knock down issues within the City. All officers from PD shall have a professional appearance and wear appropriate uniforms and attire.

(iv) PD will provide SRO assistance at the Moroni Elementary school.

(v) PD will provide office staff support to file and send reports to attorneys.

(vi) PD will respond to calls for emergencies, criminal calls, and civil calls. This will include court appearances by law enforcement officers.

(vii) PD will provide patrols, including area checks, proactive policing, preventative patrols, crime prevention, and traffic enforcement. Such patrols and area checks will be determined by the PD chief or his designee and according to commonly accepted police patrol practices that comply with the principle of "committing the most resources to the greatest need."

(viii) PD will provide officers at community events, such as citizen academies, night out against crime events, presentations, security at council meetings, city events, celebrations, and more.

(ix) PD will assist the City with grant applications related to public safety.

(x) PD will provide detective services to investigate cases.

(xi) PD will provide K-9 support for drug enforcement purposes.

(xii) PD chief or his designee will provide a copy of the monthly work schedule to the City.

(xiii) PD shall file all offenses classified as infractions, class C misdemeanors, and class B misdemeanors in the City justice court. Offenses classified as class A misdemeanors and felonies shall be filed with the State District Court.

(xiv) PD shall require its officers and employees who are witnesses to appear at all court proceedings, if proper notice has been received by them from the City or a court for such proceedings.

(xv) If the presence or testimony of any City employee or official is required in court, PD shall notify the City of that need, including the date and time of the proceeding, and the City shall reasonably cooperate in making such employee or official available.

Section 1.3 Term of Agreement and Termination. This Agreement shall commence on the date of execution and shall remain in effect through July 1, 2029. Thereafter, the Agreement may be renewed for successive one-year terms, for up to five additional one-year periods, upon the mutual agreement of the parties. Following July 1, 2029, either party may terminate this Agreement upon providing at least six (6) months' prior written notice to the other party. The PD and the City shall review the terms of this Agreement on an annual basis to determine whether any modifications are mutually agreeable.

Section 1.4 Funding The City acknowledges that the PD will only have sufficient funds to satisfy the PD's obligations hereunder, if the City allocates or directs sufficient funds to the PD to enable it to satisfy its obligations herein. Accordingly, the City agrees that the PD's obligations herein are contingent upon the City paying the consideration provided for under section 1.1.b.1 above.

Section 1.5 Mutual Covenants

(a) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the PD, the City and their respective successors and assigns.

(b) **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(c) Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of both parties but with the mutual written consent of both parties it may be amended or modified at any time.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) No Separate Entity Created. No separate legal entity is created by this Agreement and there shall be no joint acquisition or ownership of property and it will not be necessary to dispose of property on the termination of this Agreement

(f) Financing. Each party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.

(r) Resolution Required. This Agreement shall not be effective until approved by a resolution of the governing body of each party.

DATED: 19 March, 2026


MORONI CITY


MAYOR

ATTEST


City Recorder

APPROVED AS TO FORM


City Attorney, Justin W. Wayman

DATED: _____, 2026

NORTH VALLEY PUBLIC SAFETY DEPT

ATTEST

Chair

District Secretary

APPROVED AS TO FORM

Attorney for PD