

**NOTICE OF WORK MEETING OF THE
CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the City Council Conference Room at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, October 1, 2026 commencing at 3:00 p.m.

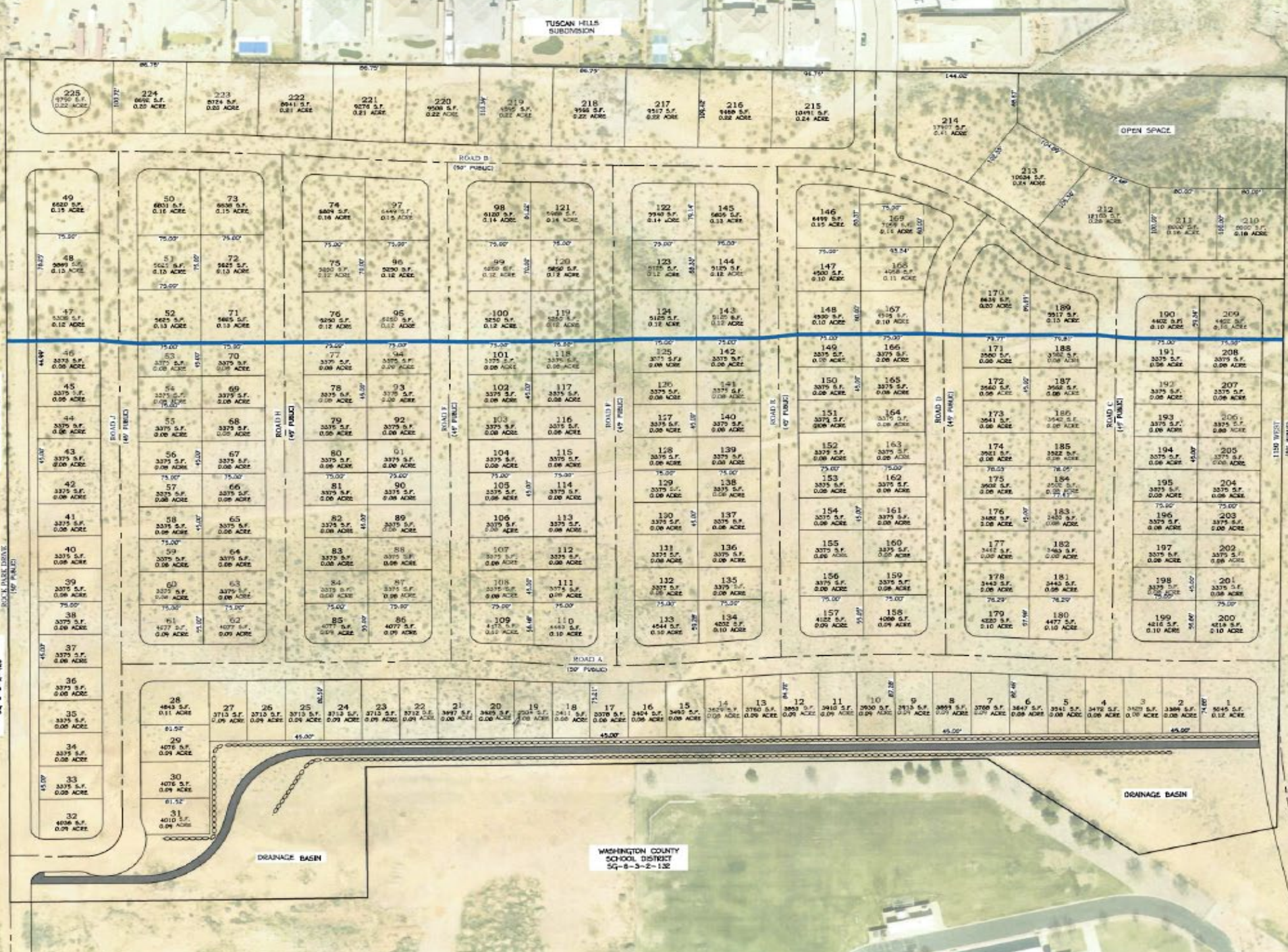
The agenda for the meeting is as follows:

1. **Discussion regarding detention basins in the Horizon Ridge subdivision.**
2. **Discussion regarding Live/Work standards.**
3. **Discussion regarding unclaimed property reverted for public use.**
4. **Discussion regarding the new 911 Center contract and billing model.**
5. **Reports from Mayor, Councilmembers, and City Manager.**
6. **Request a closed meeting to discuss litigation, security, property acquisition or sale, or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the Human Resources office at 435-627-4674, at least 24 hours in advance if you have special needs.



- LEGEND:**
- PROPOSED PARCEL BOUNDARY
 - EXISTING/ADJACENT PARCEL BOUNDARY
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - PROPOSED CENTERLINE ALIGNMENT
 - EXISTING CENTERLINE ALIGNMENT
 - SURVEY SECTION LINE
 - PHASE LINE
 - CURRENT GENERAL PLAN LINE
 - PROPOSED GENERAL PLAN LINE
 - SURVEY SECTION CORNER MONUMENT
 - CLASS 1 SURVEY MONUMENT
 - CLASS 2 SURVEY MONUMENT

SITE INFORMATION CURRENT GENERAL PLAN

DESCRIPTION	ACRE	TOTAL UNITS	DENSITY (UNIT/AC)
LINE	18.04	97	5.36
PER	17.63	128	7.26
TOTAL	35.67	225	

SITE INFORMATION PROPOSED GENERAL PLAN

DESCRIPTION	ACRE	TOTAL UNITS	DENSITY (UNIT/AC)
LINE	13.04	55	4.09
PER	22.54	172	7.62
TOTAL	35.57	227	

OVERALL DENSITY

DESCRIPTION	ACRE	TOTAL UNITS	DENSITY (UNIT/AC)
OVERALL DEVELOPMENT	35.67	225	6.31

LOT BREAKDOWN

DESCRIPTION	ACRE
TOTAL DEVELOPMENT AREA (ACRES)	35.67
45' LOTS	172
50' LOTS	55
TOTAL LOTS	227

REVISIONS

NO.	DATE	DESCRIPTION
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PRELIMINARY NOT FOR CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1175 S. 850 W.
ST. GEORGE, UT 84770
(435) 666-1000
www.american-engineering.com

HORIZON RIDGE
SECTION 2, T43S, R16W SLB&M
WASHINGTON, UTAH
GENERAL PLAN LINE EXHIBIT
CONCEPT PLAN F

COBALT INVESTMENT LLC
SQ-RLT-1-A

WASHINGTON COUNTY SCHOOL DISTRICT
SQ-6-3-2-132

ST. GEORGE CITY
SQ-6-3-2-1213

JOB # 25-046
DRAWN BY: ASA
CHECKED BY: ASA
DATE: 08/13/2026

1

Live/Work Standards Discussion



Location: Live-work units shall be permitted in the following locations:

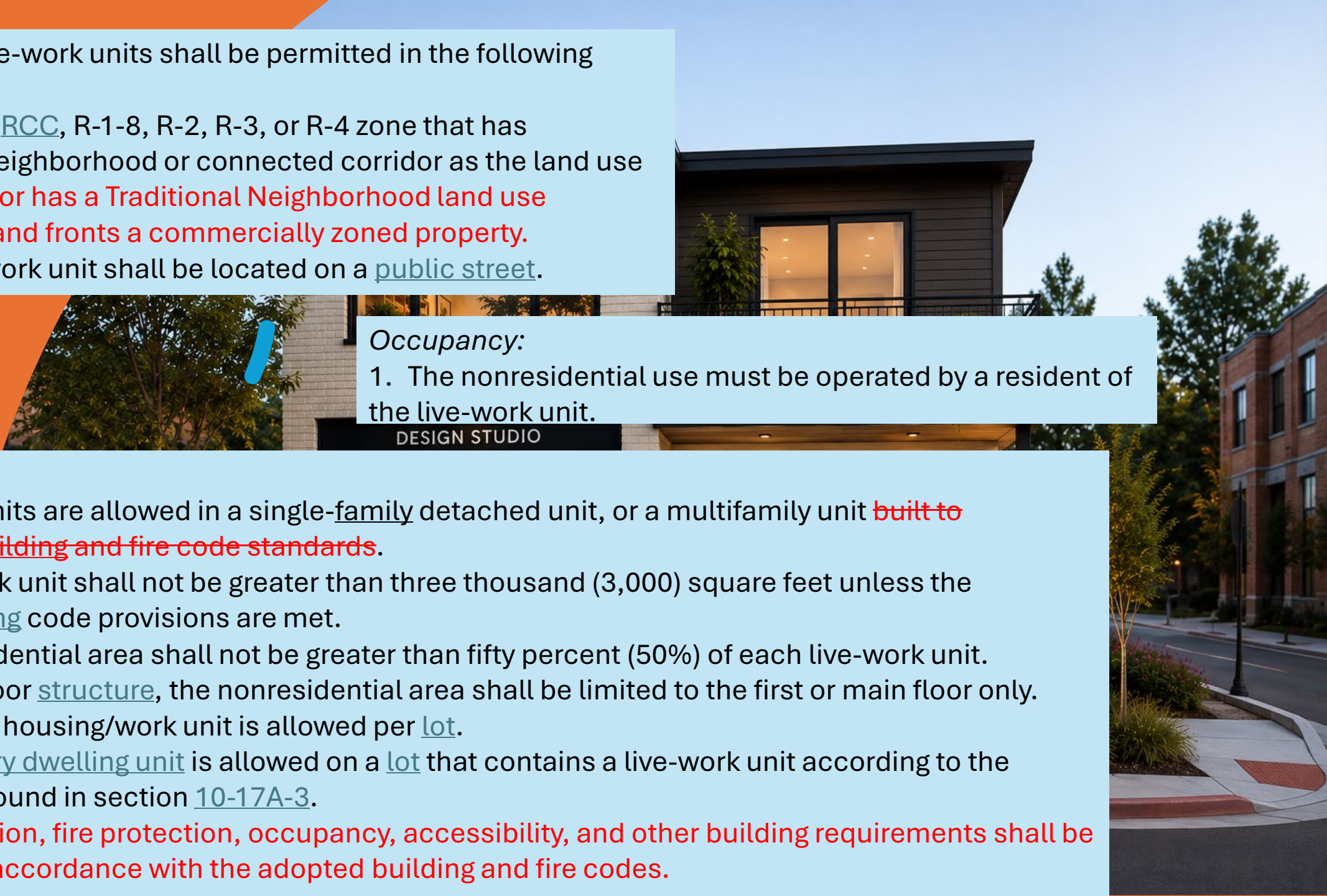
1. Within an RCC, R-1-8, R-2, R-3, or R-4 zone that has connected neighborhood or connected corridor as the land use designation; **or has a Traditional Neighborhood land use designation and fronts a commercially zoned property.**
2. The live-work unit shall be located on a public street.

Occupancy:

1. The nonresidential use must be operated by a resident of the live-work unit.

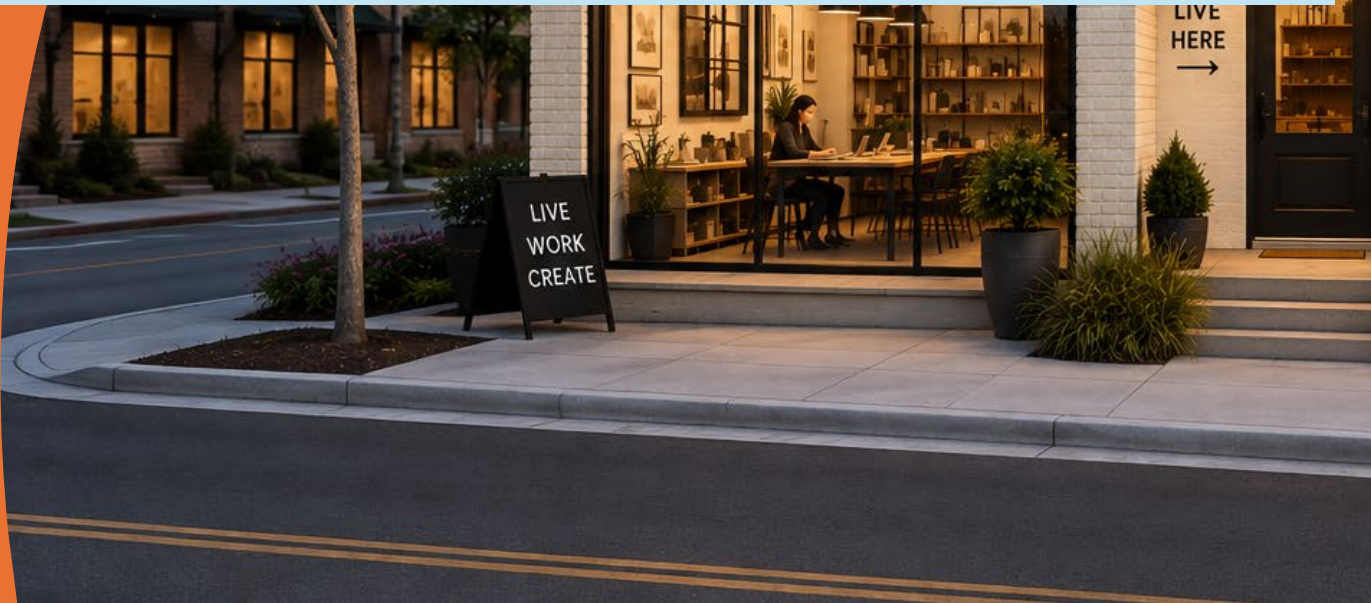
Structure:

1. Live-work units are allowed in a single-family detached unit, or a multifamily unit **~~built to commercial building and fire code standards.~~**
2. The live/work unit shall not be greater than three thousand (3,000) square feet unless the adopted building code provisions are met.
3. The nonresidential area shall not be greater than fifty percent (50%) of each live-work unit.
4. In a multi-floor structure, the nonresidential area shall be limited to the first or main floor only.
5. Only one (1) housing/work unit is allowed per lot.
6. An accessory dwelling unit is allowed on a lot that contains a live-work unit according to the requirements found in section 10-17A-3.
- 7. All construction, fire protection, occupancy, accessibility, and other building requirements shall be determined in accordance with the adopted building and fire codes.**

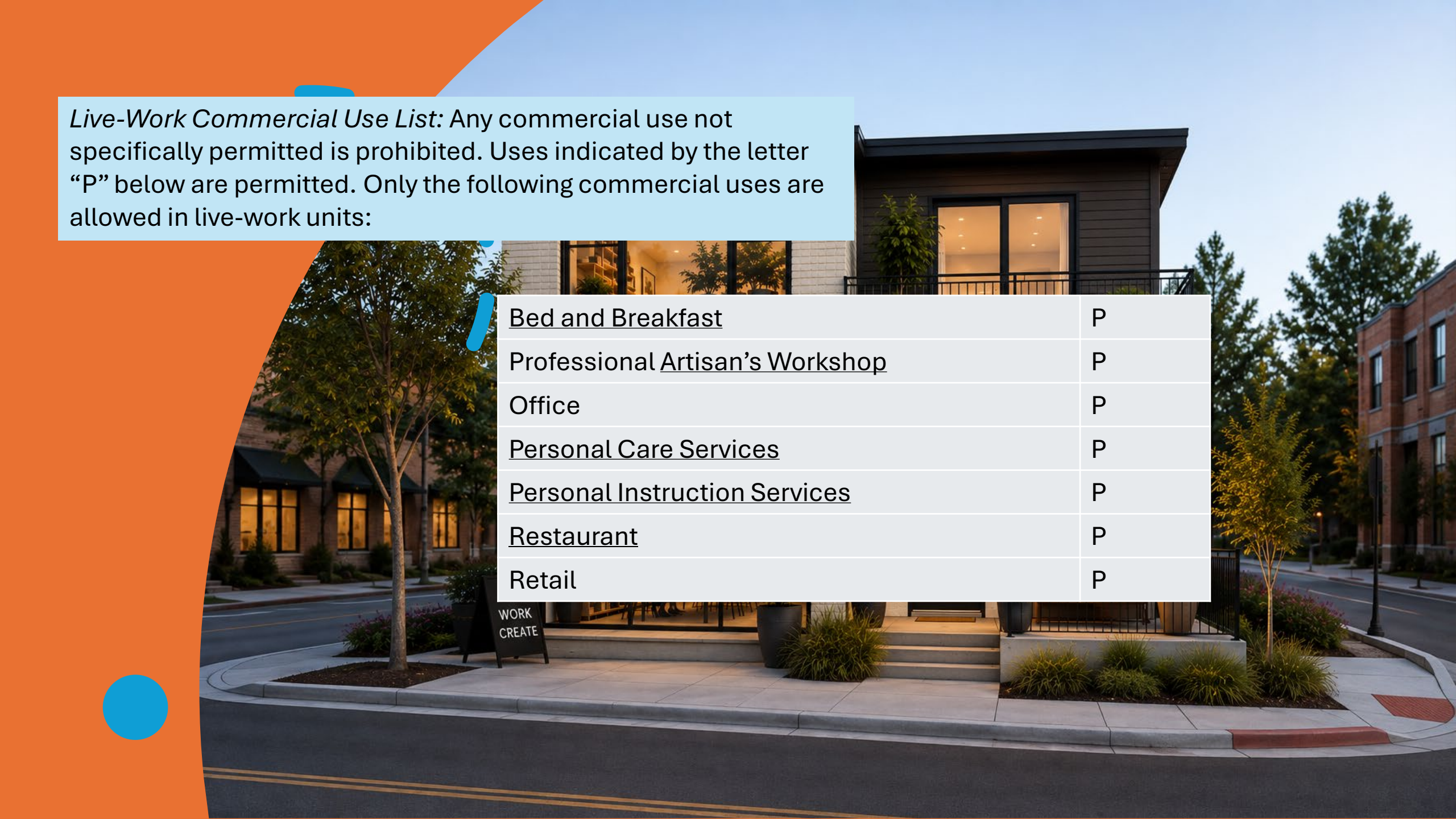


Parking:

1. The required off-street residential parking spaces shall comply with the residential area requirements found in section 10-19-4.
2. In addition to the required residential parking, the required off-street commercial parking spaces shall be a minimum of one (1) parking space per five hundred (500) square feet of commercial space.
3. *Location of Parking:* No commercial parking area shall be located within the front yard area shown below in the hatched area labeled as “No Parking.” Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from the street and neighboring property by a three-and-one-half foot (3 1/2') solid masonry wall or by a three-and-one-half (3 1/2) landscaped berm.



Live-Work Commercial Use List: Any commercial use not specifically permitted is prohibited. Uses indicated by the letter “P” below are permitted. Only the following commercial uses are allowed in live-work units:



<u>Bed and Breakfast</u>	P
<u>Professional Artisan's Workshop</u>	P
<u>Office</u>	P
<u>Personal Care Services</u>	P
<u>Personal Instruction Services</u>	P
<u>Restaurant</u>	P
<u>Retail</u>	P

F. *Landscape:*

1. Landscape is required in the front yard and shall include street trees and comply with the minimum landscaping standards found in sections 10-23-1 and 10-23-2.

G. *Lighting:*

1. All outdoor lighting shall be fully shielded and downward directed.
2. No outdoor pole lighting is allowed.

H. *Signage:*

1. Signage is allowed as per the arts district sign regulations found in section 10-13E-2 with the exception that no pole signs are allowed.

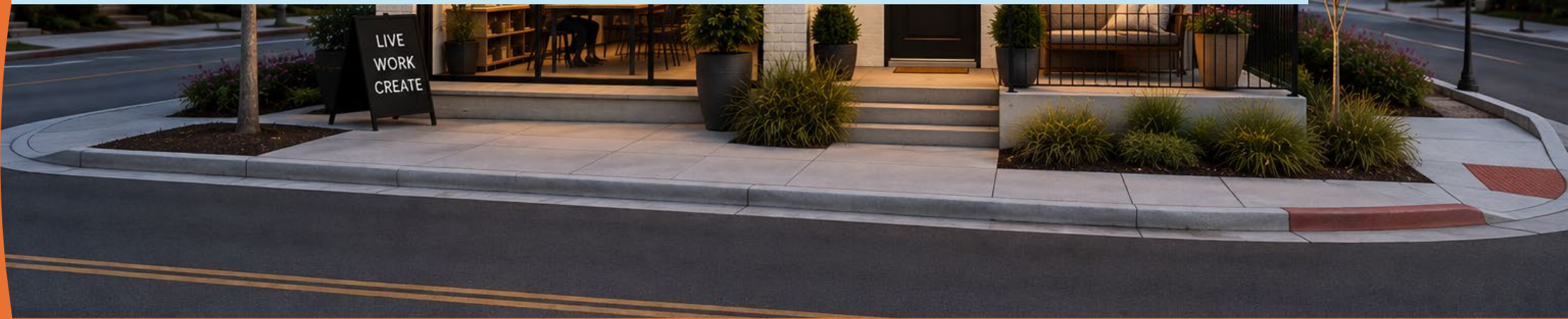
I. *Hours of Operation:*

1. All business-related outdoor activity, including, but not limited to, deliveries, pickups, noise, dining areas, or unreasonable disturbance in excess of that which is normal to a residential use, shall be conducted between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.



Outdoor Display Area:

1. Outdoor retail display areas may extend five feet (5') into the front yard, measured from the primary structure or the front porch when applicable, but in no case shall be closer than fifteen feet (15') from the back of sidewalk.
2. All pedestrian pathways are to remain unobstructed.
3. Outdoor retail displays are limited to the business hours between seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. and must be placed indoors at all other times. This includes all temporary structures in conjunction with the displays. Umbrellas and dining tables in conjunction with outdoor dining for a restaurant are not included. (Ord. 2024-062, 10-3-2024)





SGPD

Disposition of unclaimed property Utah Code 77-11d-105





What is “Unclaimed Property”?

This term broadly refers to any tangible personal property that:

- Comes into lawful SGPD possession for safekeeping
OR
- Evidence no longer needed for criminal prosecution
- AND Remains unclaimed by rightful owner



Disposition under SGPD safekeeping *



Disposal Guidance

The SGPD seeks guidance on the ultimate disposal and handling of Unclaimed Property.



Resource Burden

Ongoing requirements:

- Physical storage space
- Inventory management
- Administrative oversight
- Care and maintenance



Liability Risk

Exposure to financial and legal liability if property in safekeeping is misplaced, lost, or damaged.

*** Safekeeping does NOT confer ownership**



Magnitude of the Situation

2025 Evidence Movement Summary

9,616 - Items Received by Evidence Room

23,196 - Times Items are moved / handled

Each Change involves physical movement of items and system updates.

Year/Qty of cases
handled in 2025

2025 - Count of Item Status Changes	
Placed on Storage Shelves	9,616
New Items Received	7,648
Items Destroyed	3,539
Items Set To Be Destroyed	1,461
Total Released	932
2025 Total	23,196

2008: 38
 2009: 34
 2010: 3
 2011: 27
 2012: 9
 2013: 12
 2014: 8
 2015: 20
 2016: 51
 2017: 91
 2018: 96
 2019: 42
 2020+: 21,883

Magnitude of the Situation (in just one room)



Firearms - Only
shows 2026
seizures



Property Room Management



1. Secure Custody

Receives, stores, and manages property securely to preserve chain of custody and protect value.
Each item assigned location and identifier.



2. Lawful Disposal

Disposes items in a manner consistent with Utah law.



Critical Constraint: Active Disposal Required

Property Room MUST prioritize property disposal — storage space and staffing are extremely limited



Rules and Constraints

Can We Throw It Out?

Yes, after proper public notice & claim period:

- **90 days** storage required
- Public notice website posting
- Direct owner contact attempts + **9-day** additional waiting period

Disposal Challenges & Costs

- Items cannot simply be put in trash
- **E-waste:** Subject to strict EPA requirements
- **Heavy items:** Incur per-pound disposal cost



Three Means of “Disposal”



1. Destroy

Permanently and securely destroyed in accordance with law and standard protocols.



2. Release to Lawful Owner

Items are returned if possible.



3. City Assumes Ownership and Reverts to Public Interest Use

Items are transferred, auctioned, or donated for public benefit and community-focused programs.



Unclaimed Property Categories



1. Money

- Prior Audit finding*
- Unclaimed reverts to General Fund
- Pending direction from council on future process

* annual audit: in 2025 large amount in safekeeping - disposition must be resolved



2. Bicycles (type of General Property)

- 2017 Agreement w/Bicycle Collective 501(c)(3)
- Continue as is?
- City first pick?
- No similar orgs in area
- Disposal of remaining bikes



3. General Property

- Prior Auction House Closed
- Public Surplus - State Bid Company



4. Electronics

- E-waste issues
- Secure disposal of contraband CSAM
- Sanitization and Release (Victim / Court Order)
- Retaining contraband until direction from Council
- Have identified a vendor that meets needs



Electronics Communication Devices Challenges and Concerns

E-Waste & Recycling Issues

Subject to strict environmental regulations and per-pound electronics disposal fees.

Secure Disposal of Contraband Child Sex Abuse Materials (CSAM) /Pornography

Requires certified, secure physical destruction of storage media containing prohibited materials.

Sanitization and Release

Contraband must be wiped and sanitized before release (partial or full sanitization)*.

Release requires direct victim consent or a Court Order.

* Victim/Family cooperation - expense prepaid by owner

Question for Council:

Wipe entire device containing CSAM/porn

OR

Offer option to ONLY wipe CSAM/porn (requires extraction)



What is Council's guidance?

1. Direct Council Involvement (current)

Council reviews and approves every item slated for disposal via Council agenda

Operational impact:

Delays physical disposal timeline

Results in accumulation of items

Adds routine items to Council agendas

⚡ 2. Delegated Authority (for consideration)

Delegate routine disposal approvals to Police Chief via resolution & policy*

Operational impact:

More efficient management

Leverages SGPD expertise

Individual items disposed of within legal time frame

** High dollar items / items for City use / unique items may be placed on agenda in Chief's discretion*

St. George Consolidated Communications Center



911 Center Billing & Contract Update

October 1, 2026

Special Thanks

Recognizing the outstanding teamwork and collaborative effort behind this update

CONTRIBUTORS

Key Support & Team

- Chief Whitehead
- Deputy Chief Feltner
- Captain Bahlmann
- Lt Giles
- Alicia Carlton
- Tiffany LaJoice
- Robert Myers
- Chad Moultrie

OUR JOURNEY

Behind the Preparation

"Just to get this information distilled, organized and presentable such that we could be here today took quite a few meetings, collaboration and effort."

Thank you to everyone involved for their dedication.

Legacy Contract Agreement

"What have we done previously?"

Expiring 2027

25-Year Contract

In 2002, the cities and county of Washington signed a historic 25-year interlocal agreement.

This formalized the **St. George Consolidated Communications Center**, establishing a unified dispatch backbone serving all of Washington County.

"Why do we need to change?"

Scope of Services

Consolidated Operations

This centralized framework successfully organized and streamlined critical county-wide services:

- **Budget/Financial Resources**
- **911 & Non-Emergency:** County-wide phone call management.
- **Radio & Units:** Standardized communications and fleet alignment.
- **Technology:** Shared Computer Aided Dispatch (CAD) system.
- **Interoperability:** Efficient, real-time agency info relay.

Looking Back

“...we need to really evaluate our processes and do more with less”

Recent Initiatives (Externally Funded)

- Motorola/AI Attendant on our non-emergency lines
- Automated Fire/EMS paging
- Wrecker Automation/”Tow Pro”
- Mortuary Call Outs/”Rotazio”
- PSAP move to City Commons
- Dispatch Billing for un-captured agencies

Legacy Billing Metric - “The Previous Contract”

"How much does my city pay?"

Population Basis

Census Allocation

Each city paid a portion of the dispatch bill based upon their percentage of the county population as determined by the US Census.

IE: If Saint George is **55%** of Washington County's population, Saint George paid for **55%** of the dispatch bill.

The Rationale

Proportional Work

This was a logical starting point, operating under the assumption that agency workloads scaled with population.

It held to reason that the workload of each agency (law, fire, EMS) was proportional to the population of the community.

However...there were outliers

Comparing Apples to Giraffes

Multiple Billing Methodologies/"Bandaids"

Gold Cross = Transports to SGRH

Hurricane Valley = Radio Logs

U.T.U PD = Radio Logs & Incidents

AP&P = Flat Rate

Municipalities = Per Capita

Proposed Agreement & Billing Metric

Developing a simple, consensus-driven model for billing dispatch services.

The Process

Evaluating Alternatives

Beginning last year, we met with the agencies we Dispatch on behalf of to present and discuss several options.

While each alternative had unique strengths and weaknesses, a simple and straightforward model quickly gained the most support.

REFERENCE PORTAL

<http://analytics.santaclarautah.gov/public/question/f80dd416-afd5-49c7-9bc9-cf124ad870dd>

The Billing Metric

"Dispatch Actions"

The primary billing metric is defined as:

Any instance where a Dispatcher takes some action on behalf of an entity.

Strengths of Proposed Model vs. Legacy

A side-by-side comparison of the strategic shift in dispatch billing agreements.

Legacy Structure

Old Billing Model

- 25 Year Commitment
- Billed 8 total entities
These few subsidized the balance
- Disparate billing models for some
(GC, AP&P, HVSSD, UTU)
- Breaking up bills at the city level was impossible

Proposed Structure

New Consensus Model

- 5 Year Commitment (highly flexible)
- Billing all depts/agencies we work for
- Administrative Costs Recovered
- Data warehouse calculates bill automatically
- More simple process overall

Dispatch Billing Website/Warehouse

Public Safety / ... / Billing

Dispatch Billing Model (2026-2) YTD Value Adjusted

Spillman Warehouse Edited a few seconds ago by you

This question is written in SQL.

Dispatch Budget: 2139902.43

Administrative Fee: 395545.25

Start Date: 2025-01-01 X

Agency	Agency Name	Dispatch Actions	Fee Percent	Dispatch Fee	Administrative Fee	Total Fee	+
SGPD	St George Police Department	706,568.7	37.55%	\$803,575.26	\$148,534.99	\$952,110.24	
WCPD	Washington City Police	222,169.4	11.81%	\$252,671.58	\$46,704.49	\$299,376.07	
GOLD	Gold Cross Ambulance	203,176.7	10.8%	\$231,071.33	\$42,711.84	\$273,783.17	
WCSO	Washington County Sheriff	182,756.3	9.71%	\$207,847.36	\$38,419.06	\$246,266.42	
HCPD	Hurricane Police Department	180,033.5	9.57%	\$204,750.74	\$37,846.67	\$242,597.41	

Dispatch Actions (defined): When a Dispatcher does something at the request of the units in the field. (license plate, checks a name, shows a unit on-scene)

Comparing the Legacy Census Model to the New Model

Legacy Contract

City of St. George Census Model

Total \$934,310.65

New Proposed Model

St. George City Fire Dept. \$73,419.76

St. George City Police Dept. \$952,110.25

Total \$1,025,530.01

FY27 Dispatch Billing Model

St. George City Budget Obligation

Adjusted Budget
\$2,139,902.43

Billing Base
St. George Police & Fire

SGPD Fee (Police)

\$952,110.24

37.55% of total budget

SGFD Fee (Fire)

\$73,419.76

2.9% of total budget

Administrative Costs (new to this contract)

Cost Breakdown

Indirect Expenses

PD Admin \$55,311.30

Legal/Finance/Admin \$186,873.95

Facility \$153,360.00

Total \$395,545.25

**All values represent indirect operational overhead.*

Administrative Fees Recovered

\$235,556.33

59.55% of Dispatch Workload (non-STG)

SGPD & STGF accounts for 40.45% of the Dispatch workload

Questions & Discussion

Open floor for feedback, inquiries, and strategic next steps.

PRESENTED BY

Justin Grenier

St. George Consolidated
Communications Center

**AN INTERLOCAL COOPERATION AGREEMENT
CONSOLIDATING ALL DISPATCH SERVICES OF
PARTICIPANTS TO THIS AGREEMENT**

This Interlocal Cooperation Agreement is made effective upon the execution of a resolution approving this Interlocal Agreement (hereinafter "Agreement"), by and among the initial participants consisting of City of Hurricane, a Utah municipal corporation, the City of Ivins, a Utah municipal corporation, City of La Verkin, a Utah municipal corporation, Town of Leeds, a Utah municipal corporation, City of St. George, a Utah municipal corporation, City of Santa Clara, a Utah municipal corporation, Town of Springdale, a Utah municipal corporation, City of Washington, a Utah municipal corporation, and Washington County, a Utah political subdivision, hereinafter known collectively as "Participants" or "Parties."

RECITALS

WHEREAS, the City of St. George established an emergency communications and dispatch center (hereinafter the "Center"), which provides emergency communications and dispatch services to various governmental agencies and private medical agencies; and

WHEREAS, the Participants hereto have determined that continuing the consolidated emergency communications and dispatch services is needed by the Participants, and that it is mutually advantageous to each party to enter into this Agreement to eliminate duplication of efforts, confusion and/or misdirection of information required by emergency responders, and to improve cooperation and coordination among the multiple agencies and jurisdictions represented by the Participants; and

WHEREAS, the Participants hereto have determined that consolidated emergency communications and dispatch services, coordinated without regard for territorial boundaries, would be cost effective for Participants, and would benefit all of the citizens represented by the Participants; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, in order to permit local governmental units to make the most efficient use of their powers and to provide the benefit of economy of scale, authorizes counties and municipalities to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges and authority exercised or capable of exercise by such public agencies, and authorizes such public agencies, pursuant to such agreements, to undertake the financing of facilities and/or improvements to provide the services contemplated by those agreements.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Participants do hereby agree as follows:

ARTICLE I

**NATURE AND PURPOSE OF THE WASHINGTON COUNTY
AREA CONSOLIDATED DISPATCH CENTER**

Section 1.01: Nature of the Center. The Center, which has already been created by and is being operated by the City of St. George, pursuant to the Interlocal Cooperation Act, shall for the term of this Agreement be used for the purposes of accomplishing the joint and cooperative actions contemplated by this Agreement.

Section 1.02: Purposes. This Agreement's purposes are to provide to Participants' residents all dispatch and communications services related to public safety including but not limited to:

Operation of the E 9-1-1 Emergency Communications System in and among all participating municipalities and unincorporated areas of Washington County.

1. Establish financial responsibility for operational costs.
2. Provide a mechanism for the monitoring and control of costs, and to oversee and evaluate the performance, proficiency, and cost-effectiveness of the system and to provide for the correction of deficiencies.
3. Establish financing and budgetary procedures for the costs of the E 9-1-1 and consolidated emergency dispatch system.
4. Secure the safety of the general public by means of prompt processing of emergency calls and by prompt dispatch of emergency services.

Section 1.03: Sole Provider of Public Safety Dispatch Services.

1. It is the intent of Participants that the Center constitute the sole and exclusive administrative entity under authority of the Act for the purpose of providing E 9-1-1 and other public safety dispatch services to the Participants and residents of the Participants. Therefore, the Participants hereby agree to dissolve, abolish and terminate any and all currently existing administrative or legal entities created or reportedly created relating to the providing of such services to the Participants and the residents of the Participants, with the exception of the Center, and to merge any "in house systems" with the Center.
2. The Center shall remain in the City of St. George Police Department building located at 265 North 200 East, St. George, or other appropriate location or locations as determined by the City of St. George in its sole discretion.
3. The Participants understand and agree that certain private providers of emergency services will not be parties to this Agreement, but may nevertheless enter into an agreement with the City of St. George for the Center to provide dispatch services for adequate consideration. The terms of such an agreement shall be consistent with the terms of this Agreement as to the financial responsibility of the private provider of emergency services.

Section 1.04: Additional Participants. A municipality or other political subdivision of the State of Utah which is not an initial Participant to this Agreement may enter into this Agreement and become a participant hereof upon approval of the City of St. George and the execution of a written agreement as to the financial responsibility of said new participant.

Section 1.05: Limitation of Participant's Obligation. The obligations entered into by each of the Participants to this Agreement are limited obligations, and nothing herein shall constitute or give rise to a general obligation or liability of the Participants or charge against their general credit or taxing powers.

ARTICLE II GOVERNANCE

Section 2.01: Administration. The Center shall be governed by the City of St. George. The City of St. George Police Department will administer the joint and cooperative undertaking set forth in this Agreement (hereinafter the "Administrator"). The City of St. George shall have the sole authority to conduct the business of the Center unless otherwise designated by written agreement of all Participants.

Section 2.02: Standards. The Center already has performance standards for the conduct of the E 9-1-1 and other dispatch operations. Administrator shall have the sole authority to change, modify, or amend, the existing standards, or, create, establish and implement additional performance standards for the conduct of E 9-1-1 and other dispatch operations.

Section 2.03: Meetings. An advisory board consisting of Participants' representatives will meet quarterly on the first Tuesday of January, April, July, and October to discuss dispatch services issues. Notice of the time and place of the quarterly meetings will be provided by the Administrator. The meetings shall follow the requirements of the open and public meeting laws specified in Utah Code Sections 52-4-1 *et seq.*, and any other successor or governing laws.

Section 2.04: Financial Procedures and Funding.

1. The financial affairs of the Center shall be conducted in accordance with the Utah Fiscal Procedures Act and generally accepted accounting principals.
2. The City of St. George shall prepare an annual budget for review by Participants.
3. Each Participant agrees to pay its share for costs of the Center as specified in Exhibit A which is hereby incorporated into this Agreement. The funding schedule specified in Exhibit A shall be effective for the first two years following execution of this Agreement. Following the expiration of the initial two year term of the funding schedule specific in Exhibit A, Participants shall adopt a funding schedule biannually.
4. Participants shall pay their assessments quarterly on or before the first day of the quarter for which the assessment is due. Payment shall be made to the City of St. George, attn: City Finance Director, 175 East 200 North, St. George, Utah 84770.

ARTICLE III POWERS OF THE CENTER

Section 3.01: Authority. Participants hereby grant to the Center and the Center is hereby vested with, all rights, powers, privileges and authority of the Participants which may be granted to the Center to fulfill its mission as a Consolidated Public Safety Dispatch Center.

Section 3.02: Powers. Without limiting the foregoing, Participants hereby grant the Center the power:

1. To sue and be sued in its own name;
2. To make and execute contracts, Interlocal Agreements, and all other documents and instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under the Interlocal Cooperation Act;
3. To acquire, buy, purchase or lease, by gift, or otherwise, any real or personal property in connection with the acquisition or construction of any facility or improvements to be owned, operated and maintained by the Center;
4. To receive property, grants, gifts, supplies, materials, contributions, and any benefit derived therefrom, for the provision of delivering dispatch services;
5. To arbitrate, mediate and resolve disputes between the Participants relating to the provision of public safety dispatch services and to address and resolve all issues which may arise in connection with the provision of dispatch services;

6. To authorize and approve expenditures for the creation, maintenance and operation of the programs, facilities or services operated or maintained by the Center;
7. To appoint and hire employees to assist in carrying out the purposes of the Center;
8. To assign, pledge or otherwise convey as security for the payment of any bonded indebtedness, the revenues and receipts from a facility improvement or any service provided by the Center; and
9. To contract with and provide dispatch services to private medical service providers.

ARTICLE IV DUTIES OF THE CENTER

Section 4.01: Duties/Responsibilities. In addition to the general powers and duties of the Center granted in accordance with this Agreement, it shall be the duty and responsibility of the Center to:

1. Establish and maintain E 9-1-1 telephone and emergency dispatch services mandated by Utah law on behalf of all Participants;
2. Comply with all applicable state and federal statutes, policies, audit requirements, and any directives resulting from those audits, and contract requirements;
3. Comply with the requirements and procedures of the Interlocal Cooperation Act;
4. Maintain a complete record of all the acts and affairs of the Center;
5. Maintain a complete record of the quarterly meetings of the advisory board;
6. Present an annual report of the activities and finances of the Center upon request to Participant(s);
7. Authorize and approve expenditures for the creation, maintenance and operation of the programs, facilities and services created as a result of this Agreement; and
8. Sanction the following:
 - a. the employment of staff, agents and representatives;
 - b. the application to obtain the necessary licenses, permits or consents from all government entities or other persons necessary to carry out the activities of the Center; and
 - c. all other work reasonably necessary to accomplish the purposes for which this Agreement was executed.

ARTICLE V 9-1-1 FEES

Section 5.01: Collection and Remittance.

1. Participants agree that all 9-1-1 fees may be assessed by the Center at their maximum allowable rate and immediately remitted to the Center unless expressly prohibited by State law. If State law mandates another governmental entity as the only authorized entity to initially receive such 9-1-1 fees, such fees shall be promptly remitted to the Center not less than 30 days following their receipt by such entity. All 9-1-1 fees as received by the Center shall be used to offset allowable Center costs including, without limitation, those specified in Attachments A.
2. At the time this Agreement becomes effective, Washington County agrees to transfer the existing 9-1-1 fund balance to the Center.

ARTICLE VI
TERM OF THE INTERLOCAL AGREEMENT

Section 6.01: Term. Subject to the prior termination of this Agreement pursuant to the provisions of Section 6.02, Subsection 3., the term of this Agreement shall be twenty five (25) years from the effective date.

Section 6.02: Withdrawal/Termination by Participant.

1. A Participant to this Agreement may withdraw from participation at the beginning of any new fiscal year, July 1 of each year, by giving at least twelve (12) months prior written notice of withdrawal by a Participant upon the other Participants, served *via* certified mail. Said notice of withdrawal shall be a resolution of the Participant's legislative body, signed by its executive and shall be served on each Participant's municipal or county executive or in the case of the State of Utah, upon the Public Safety Commissioner. Notwithstanding the foregoing, no Participant may withdraw from participation in this Agreement during the term of any agreement entered into by the Participants to finance the acquisition or construction of capital improvements for the Center, unless appropriate acceptable provisions are made whereby such existing agreement is assumed by any Participant or group of Participants, and such provisions are approved in writing under such lease/purchase agreement. Any personal property, equipment, console or furniture provided by such withdrawing participant for use by the Center during the withdrawing participant's participation in the Center shall remain with the Center and be considered a donation by the withdrawing participant. The withdrawing participant shall have no interest in the assets of the Center.
2. Upon the withdrawal of any Participant to this Agreement, remaining Participants shall continue to participate in the Center pursuant to the terms of this Agreement.
3. This Agreement shall be terminated at the beginning of any new fiscal year, July 1, by giving at least twelve (12) months prior written notice of termination by a Participant or group of Participants with a funding ratio of at least fifty percent (50%) of the cost totals of the Center to the other Participants, served *via* certified mail. Said notice of termination shall be a resolution of the Participant(s)' legislative body, signed by its executive and shall be served on each of the Participants to their municipal or county executive or in the case of the State of Utah, upon the Public Safety Commissioner. Notwithstanding the foregoing, no Participant may terminate this Agreement during the term of any agreement entered into by the Participants to finance the acquisition or construction of capital improvements for the Center, unless appropriate acceptable provisions are made whereby such existing agreement is assumed by any Participant or group of Participants, and such provisions are approved in writing under such lease/purchase agreement. Any terminating participant(s) shall be entitled to retain and remove any personal property, equipment, console or furniture provided by such terminating participant for use by the Center during the terminating participant's participation in the Center. Center funded and Center-acquired personal property, equipment and furnishing shall remain with the Center.
4. Upon termination of this Agreement by Participant(s), or by operation of law, each Participant shall be entitled to take any original equipment or asset donated or provided to the Center. A Participant who withdrew from the Agreement prior to the termination of the Agreement shall have no interest in the assets of the Center.

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ARTICLE VII MISCELLANEOUS

Section 7.01: Warranties of Participants. Each Participant hereby represents and warrants that:

1. It is a public agency or public entity within the meaning of the Act and the Interlocal Act;
2. It is duly authorized to execute and deliver this Agreement; and
3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Section 7.02: Documents of File. Executed copies of this Agreement shall be placed on file in the office of the Keeper of Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.

Section 7.03: Non-Assignability. Neither the Center nor Participants shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without the consent of each Participant..

Section 7.04: Amendment. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and approval as to form by each respective Attorney, and upon meeting all other applicable requirements of the Interlocal Act; provided, however, that this Agreement shall not be amended during the term of any lease/purchase agreement contemplated by this Agreement and entered into by the Center without the prior consent of the lessor under such lease/purchase agreement.

Section 7.05: Effective Date. This Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by each Participant which shall include approval as to form by each entity's legal counsel. If all Participants have duly executed this Agreement prior to July 1, 2002, operations under the terms and conditions of this Agreement shall begin on that date.

Section 7.06: Sole and Exclusive Agreement. Upon and after the effective date of this Agreement, this Agreement shall constitute the sole and exclusive agreement between Participants relative to the operation and management of the Center.

Section 7.07: Laws of Utah. It is understood and agreed by Participants that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

Section 7.08: Severability of Provisions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such a remainder would then continue to conform to the terms and requirements of applicable law.

Section 7.09: Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent or any sections or provisions of this Agreement.

Section 7.10: Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

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IN WITNESS WHEREOF, Participants have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing above their signature.

DATED: _____

CITY OF HURRICANE

Thomas B. Hirschi, Mayor

ATTEST:

Clark Fawcett, City Recorder

Approved as to form:

Faye E. Reber, City Attorney

DATED: _____

CITY OF LA VERKIN

Tom Stocks, Mayor

ATTEST:

Debi Groves, City Recorder

Approved as to form:

V. Lowry Snow, City Attorney

DATED: _____

CITY OF ST. GEORGE

Daniel D. McArthur, Mayor

DATED: _____

CITY OF IVINS

Daren R. Barney, Mayor

ATTEST:

Judy Gubler, City Recorder

Approved as to form:

Jeffrey N. Starkey, City Attorney

DATED: _____

TOWN OF LEEDS

Norma Gier, Mayor

ATTEST:

Joy Stevens, Town Clerk

Approved as to form:

Steven H. Urquhart, Town Attorney

DATED: _____

CITY OF SANTA CLARA

Dennis Drake, Mayor

ATTEST:

Gay Cragun, City Recorder

Approved as to form:

Jonathan L. Wright, City Attorney

DATED: _____

TOWN OF SPRINGDALE

Bruce VanderWerff, Mayor

ATTEST:

Teri Hatch, Town Clerk

Approved as to form:

V. Lowry Snow, Town Attorney

DATED: _____

WASHINGTON COUNTY

Gayle M. Aldred

Gayle M. Aldred, Chairman

ATTEST:

Kaye Reese

Kaye Reese, Deputy County Clerk

Approved as to form:

Brock R. Belnap

Brock R. Belnap, Chief Deputy County Attorney

ATTEST:

Barbara Salmon, City Recorder

Approved as to form:

Russell J. Gallian, City Attorney

DATED: _____

CITY OF WASHINGTON

Terrill Clove, Mayor

ATTEST:

Tina Loui, City Recorder

Approved as to form:

Jeffrey N. Starkey, City Attorney

EXHIBIT "A"

Consolidated Communications Summary Sheet Participant Fee Allocations

City of Hurricane	\$ 48,923.00	City of Ivins	\$ 26,389.00
City of La Verkin	\$ 20,115.00	Town of Leeds	\$ 3,244.00
Town of Springdale	\$ 2,710.00	City of St. George	\$ 294,502.00
City of Santa Clara	\$ 27,456.00	City of Washington	\$ 48,543.00
Washington County	\$ 43,935.00	TOTAL	\$ 515,817.00

The Participant fee allocations are based on the 2002/2003 Dispatch Center budget of \$ 835,244.00, less \$301,152.00 of 911 funds and \$18,000.00 of Dixie Ambulance funds. The balance, \$ 516,092.00, is divided by the population of Washington County, 86,984, to arrive at the cost of \$ 5.93 per person per year. The population of each Participant is multiplied by \$ 5.93 to arrive at the fee allocation to each participant for the Dispatch Center's operation.

INTERLOCAL COOPERATION AGREEMENT REGARDING
DISPATCH SERVICES IN WASHINGTON COUNTY, UTAH

This Interlocal Cooperation Agreement Regarding Dispatch Services in Washington County, Utah (this “Agreement”) is between the Cities and Towns of St. George, Ivins, Santa Clara, Washington, Hurricane, Enterprise, La Verkin, Springdale, Hurricane Valley Special Service District, Washington County Sheriff’s Office and the unincorporated areas and towns of Washington County under the authority of the Washington County Sheriff’s Office, Utah Tech University, the Washington County Task Force and Gold Cross Ambulance Services.

Collectively, all municipal and political subdivision signatories are known as “Member Agencies.” Collectively, all agencies entering into contracts with St. George City are known as “Contract Agencies”. Member Agencies and Contract Agencies are individually known as a “Party” and collectively as “Parties.”

The effective date of this Agreement is _____, 2026.

RECITALS

WHEREAS, St. George currently operates a Public Safety Answering Point (PSAP) capable of answering 911 and non-emergency calls and dispatching Public Safety units to respond to those calls for service; and

WHEREAS, the Parties have need of dispatch services for their Public Safety agencies to provide service to their residents and the general public; and

WHEREAS, the Parties agree that it is in the best interest of the Parties, first responders, residents, and the general public to have a consolidated PSAP providing service on a regional basis; and

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Utah Code Annotated Title 11, Chapter 13, (the "Act"), are authorized to enter into this Agreement.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

The foregoing Recitals are fully incorporated into this Agreement.

1. Purposes.

- 1.1 To provide efficient, high-quality, and cost-effective public safety dispatch services to the residents and the general public in Washington County, Utah.
- 1.2 To standardize, to the extent practicable, the policies, procedures, and operational practices within the public safety agencies served, as they apply to dispatch services.

- 1.3 To provide a governance structure to provide feedback on dispatch services, recommend changes to dispatch policy or procedure, and make budget recommendations.
- 1.4 To provide a fair, equitable, transparent, and scalable fee structure for dispatch services.
2. **Governance.** The PSAP shall be governed by the City of St. George. The City of St. George Police Department will administer the joint and cooperative undertaking set forth in this Agreement (“Administrator”). The City of St. George shall have the sole authority to conduct the business of the PSAP unless otherwise designated by written agreement of the Members.
3. **Operations and Administration.** Operations and administration include but are not limited to the following:
 - 3.1 Provision of 911 services in compliance with all local, state, and federal regulations, requirements, and performance standards, including statewide CAD-to-CAD protocols, 24/7 availability, and data reporting.
 - 3.2 Channel organization/load balancing of our primary channels.
 - 3.3 Unit nomenclature/standardization.
 - 3.4 Adjust call prioritization system.
 - 3.5 Billing for other costs not within dispatcher’s responsibility.
 - 3.6 Administrative costs.
 - 3.7 Operational costs.
4. **Fee Structure.**
 - 4.1 Member Agencies are partners with the common goal of providing high-quality dispatch and call taking services to the Member and Contract Agencies and the residents of Washington County. To provide that high-quality service, the PSAP needs adequate funds for personnel, equipment, and training. To meet that goal, Member Agencies will pay a fair and equitable share (i.e. pro-rata) of the annual budget for dispatch services commensurate with their workload on the PSAP.
 - 4.2 Member Agencies, upon signing this Agreement, shall submit a request in writing to the Utah Communications Authority (UCA), or its replacement state agency, that any 911 fee revenue that would be directed to that Member Agency be redirected to St. George City’s 911 Restricted Accounts.
 - 4.3 The fee structure for Member Agencies is based on a usage fee, applied to the amount not covered by 911 revenues.
 - 4.4 The usage fee is calculated using a rolling 5-year average of “radiolog” transactions as reported in the Spillman Data Warehouse/System.

- 4.5 The PSAP will provide a good-faith estimate of the anticipated fee for the following fiscal year by February 28th for Member Agencies' budgeting purposes. Final approval of annual dispatch fees will be upon adoption of the budget by the St. George City Council in June (or in August in the case of Truth in Taxation).
- 4.6 Invoicing for dispatch services will be made by St. George City to Member and Contract Agencies at the beginning of the fiscal year, which starts on July 1 of a given year.
- 4.7 In the event that budget expenditures are less than budget projections in a given year, any overpayment by Member Agencies will be held in an Enterprise Fund up to the balance of \$1,500,000. Any remaining funds in excess of that amount will be credited towards the following year's assessment fee during the next billing cycle or returned to the member agencies.

5. New Member or Contract Agencies.

- 5.1 Entities interested in receiving dispatch services from St. George City may begin the process by submitting a "letter of intent" to the PSAP Manager.
- 5.2 PSAP Staff will work with the prospective member to assess all technical, operational, and staffing impacts. The PSAP Manager will provide an impact statement and recommendation to the City of St. George Chief of Police. Final approval is given by the St. George City Council after recommendation by the Chief of Police.
- 5.3 Any costs involved in the development of the impact statement and on-boarding process will be borne exclusively by the prospective member.

6. Utah Government Records Access and Management Act, Records Ownership, and Request Fulfillment.

- 6.1 The Parties acknowledge that the PSAP must create, access, and retain various records to operate, including but not limited to call logs, call recordings, and dispatch logs and data. The Parties agree and acknowledge that these records may remain in the possession of the PSAP and may be used and shared by the Parties as appropriate. However, for purposes of Title 63, Chapter 2 of the Utah Code, the Government Records Access and Management Act ("GRAMA"), all such records are deemed the records of the Party with principal jurisdiction over the subject of the records.
- 6.2 The Party with principal jurisdiction over the subject of the records shall have the obligation to comply with GRAMA requests. Upon receipt of a request, the PSAP shall promptly forward the request and all relevant records to the jurisdictional Party and direct the requester to the receiving Party. The receiving Party shall respond to the requester in compliance with GRAMA. Any inter-Party access to these records via the PSAP is deemed a governmental disclosure pursuant to Utah Code Ann. § 63G-2-206.

- 7. **Termination of Dispatch Services.** A Member Agency's participation in this Agreement may be terminated by that Member Agency as of the 30th day of June of any year by giving eighteen

months prior, written notice to the PSAP Manager, who shall so inform the remaining Member Agencies.

8. **Term.** The initial term of this Agreement is 5 years. Following the initial term, the Agreement will auto-renew annually until terminated under the provisions outlined herein.
9. **Authorized Signatories.** This Agreement is executed by representatives of each participating entity who warrant that they are duly authorized signatories possessing full legal power and authority to bind their respective entities to the terms hereof.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall be deemed to be one and the same instrument.

CITY OF ST. GEORGE

REVIEWER

Jimmie B. Hughes, Mayor

Kyle Whitehead, Chief of Police

ATTEST

APPROVED AS TO FORM

Christina Fernandez, City Recorder

Alicia Carlton, Assistant City Attorney

CITY OF IVINS

Kevin Smith, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF SANTA CLARA

Jared Waite, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF WASHINGTON

Kress Staheli, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF HURRICANE

Clark Fawcett, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF ENTERPRISE

Brandon Humphries, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF LAVERKIN

Kelly Wilson, Mayor

ATTEST

APPROVED AS TO FORM

CITY OF SPRINGDALE

Barbara Bruno, Mayor

ATTEST

APPROVED AS TO FORM

WASHINGTON COUNTY SHERIFF'S OFFICE

APPROVED AS TO FORM

UTAH TECH

APPROVED AS TO FORM

HURRICANE VALLEY SPECIAL
SERVICE DISTRICT

APPROVED AS TO FORM

WASHINGTON COUNTY TASK FORCE

APPROVED AS TO FORM

GOLD CROSS AMBULANCE SERVICES

APPROVED AS TO FORM
