

RESOLUTION NO. R-2026-0012

A RESOLUTION OF THE OREM CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMBERSHIP FEE AGREEMENT AND AN INTERLOCAL AGREEMENT BETWEEN CENTRAL UTAH 911 AND THE CITY OF OREM TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES.

WHEREAS, the City of Orem entered into a Dispatch Services Provision Agreement in 2022 (Agreement A-2023-0023) with Provo City to cooperatively provide dispatch services to their respective communities; and

WHEREAS, the City has determined that due to increasing costs, limited governance of PSAP operations, and limited budgetary oversight of the current dispatch services arrangement, it is in the best interests of the residents of Orem to evaluate other alternatives of public safety dispatch services; and

WHEREAS, Central Utah 911 provides dispatch services for other neighboring cities, Utah County, and adjacent communities; and

WHEREAS, the City explored various options and has determined that it can receive the best service, with both operational and financial oversight, at an equitable cost by joining Central Utah 911; and

WHEREAS, City staff have met and negotiated with Central Utah 911's board for membership, membership buy-in, and annual membership dues; and

WHEREAS, City staff have further met and negotiated with Central Utah 911's board to expedite the transition date; and

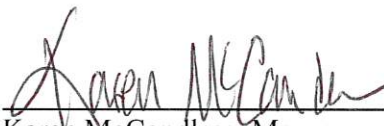
WHEREAS, Central Utah 911 agreed to transition the City's dispatch services as quickly and reasonably practically as possible, with the target transition date being no later than March 31, 2027; and

WHEREAS the parties negotiated an agreement for Orem to join as a member of Central Utah 911 and for Central Utah 911 to provide dispatch services to assist both the Fire and Police Department in their public safety duties and responsibilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, as follows:

1. The Mayor is hereby authorized to sign the Membership Fee Agreement (Exhibit A) and the Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911 (Exhibit B), in substantial form, including any necessary alterations or amendments thereto.
2. This resolution shall take effect immediately.

PASSED AND APPROVED this 23 day of September, 2026.


 Karen McCandless, Mayor

ATTEST:


 Teresa McKittrick, City Recorder



COUNCILMEMBER	AYE	NAY	ABSTAIN
Mayor Karen McCandless	☒	☐	☐
Jenn Gale	☒	☐	☐
Chris Killpack	☒	☐	☐
Jeff Lambson	☒	☐	☐
Quinn Mecham	☒	☐	☐
LaNae Millett	☒	☐	☐
Crystal Muhlestein	☒	☐	☐

EXHIBIT A
Membership Fee Agreement

EXHIBIT B

Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911

MEMBERSHIP FEE AGREEMENT

This Membership Fee Agreement (“Agreement”) among and between LINDON CITY, a Utah municipal corporation (“Lindon”), OREM CITY, a Utah municipal corporation (“Orem”), and Central Utah 911, a Utah interlocal agency (the “Agency”), is entered into as of the date upon which the final party hereto executes this Agreement.

RECITALS

WHEREAS Lindon and Orem are Utah municipalities (each a “City,” and collectively, “Cities”) located within Utah County that operate public safety, police, or fire and EMS departments;

WHEREAS the Agency is an interlocal entity consisting of public safety agencies operating under a Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911;

WHEREAS the Agency provides public safety dispatching services within Utah and Juab Counties and various municipalities in those counties;

WHEREAS Lindon and Orem have sought to become members of the Agency;

WHEREAS representatives of Lindon and Orem made a presentation to the Agency Board on June 29, 2026, highlighting, among other things, the savings the present members of the Agency might realize by adding Lindon and Orem as members; and

WHEREAS the Agency Board approved Lindon and Orem to become members of the Agency upon payment of the required membership fee, and after approval of a resolution by the respective City Councils of Lindon and Orem, assenting to the terms of the Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911 (“Interlocal Agreement”); and

WHEREAS the parties desire to memorialize the terms and conditions under which the membership fee is to be paid by the two Cities;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration as set forth herein, the Parties hereto contract, covenant, and agree as follows:

1. **MEMBERSHIP FEE.** The Membership Fee, after consulting Section 10 of the Interlocal Agreement, and after careful consideration by the Agency Board and Staff, is determined to be \$131,112 for Lindon and \$961,485 for Orem, for a combined total Membership Fee of \$1,092,597.00 as shown in Exhibit A.
2. **INSTALLMENTS.** The Membership Fee for each City shall be paid in five annual installments as outlined in Exhibit A. The installments herein shall be paid by July 15 each year, beginning July 15, 2027.
3. **REDUCTION OF OREM'S MEMBERSHIP FEE.** The Membership Fee for Orem (and the corresponding installment payments) may be reduced by certain deductions for software and equipment contributed to the Agency by Orem upon approval of the Utah Communications Authority ("UCA") (the "Reduced Membership Fee"), and further detailed as "Deductions" on Exhibit A; however, deductions are not limited to the items listed in Exhibit A and shall be adjusted to reflect the software and equipment actually provided by Orem.
4. **MEMBER SAVINGS EVALUATION; MEMBERSHIP FEE ADJUSTMENT.** On or around the one-year anniversary of Lindon's and Orem's membership in the Agency (i.e., approximately July 1, 2028), Agency staff shall evaluate the collective savings to the Agency members (those that existed prior to Lindon's and Orem's membership) by virtue of Lindon's and Orem's membership. If the collective savings exceeds the Reduced Membership Fee specified in Section 3 herein, then Lindon and Orem shall be given a credit towards the installment payments in an amount equal to 50% of the Reduced Membership Fee. The credit shall be divided proportionately between Lindon and Orem and applied toward the Membership Fee installments. If the collective savings do not exceed the Reduced Membership Fee, then no credit shall be applied. The Membership Fee with estimated Deductions and the estimated savings evaluation are outlined in Exhibit A.
5. **OTHER MEMBERSHIP REQUIREMENTS.** Nothing in this Agreement shall relieve Lindon and Orem from complying with the other provisions of the Interlocal Agreement, including adopting the existing Interlocal Agreement by a resolution of their respective City Councils. Pursuant to Section 10 of the Interlocal Agreement, membership in the Agency is effective when the prospective member pays the Membership Fee, approves a resolution adopting the Interlocal Agreement, and executes the Interlocal Agreement. Thereafter, pursuant to Utah Code Ann. § 11-13-204, the Agency shall submit the required documentation to the Lieutenant Governor to formally amend the Agency boundaries.

6. TERM; TERMINATION. The term of this Agreement shall be until the obligations contained herein are fulfilled or until any party terminates this Agreement. Either Lindon or Orem may terminate this Agreement as to that party by giving written notice to the other parties, in which case, that party will not be granted membership in the Agency. The Agency may terminate this Agreement by giving written notice to the other parties only up until the Cities are added as members of the Agency or for a material breach of this Agreement. If the Agency terminates this Agreement as to a City, other than for a material breach by a City, it shall refund any payments made by that City.
7. MATERIAL BREACH. Failure by a City to make an installment payment as specified herein shall constitute a material breach. Failure by the Agency to add a City as a member, if that City has complied with the provisions of this Agreement and all other requirements of State law as to membership in the Agency, shall constitute a material breach by the Agency, in which case the Agency shall refund all payments made by that City to the Agency under this Agreement. Remedies for material breach may include exclusion from membership.
8. MISCELLANEOUS.
 - a. This Agreement is governed by the laws of the State of Utah.
 - b. This Agreement may be amended only in writing signed by the parties hereto.
 - c. This Agreement may be executed in counterparts and by electronic means.

[signatures follow]

LINDON CITY

Authorized by the Lindon City Council by motion or resolution adopted on
_____, 2026.

LINDON CITY by:

CAROLYN O. LUNDBERG, Mayor

ATTEST:

Britni Laidler, City Recorder

OREM CITY

Authorized by the Orem City Council by motion or resolution adopted on _____,
2026.

OREM CITY by:

KAREN McCANDLESS, Mayor

ATTEST:

Teresa McKittrick, City Recorder

CENTRAL UTAH 911

Authorized by the Central Utah 911 Board of Directors by motion or resolution adopted
on _____, 2026.

CENTRAL UTAH 911 by:

ERNIE JOHN, Chair

ATTEST:

Tyler Jacobson, Secretary/Treasurer

EXHIBIT A

MEMBERSHIP FEE, ESTIMATED DEDUCTIONS, AND ESTIMATED SAVINGS CALCULATION

<https://docs.google.com/spreadsheets/d/1M7ngN9r2SulP3BOrTpom0ZXh34jY4W-WxXYUKR-CtKK4/edit?usp=sharing>

MEMBERSHIP FEE CALCULATION	
BUY-IN FEE	
Impact Fee	\$811,157
Hiring and Training	\$114,240
L3Harris and Vesta Moving	\$13,200
Consoles (includes hardware, computers, monitors, etc.)	\$154,000
Total Fee	\$1,092,597
88% Orem	\$961,485
12% Lindon	\$131,112
DEDUCTIONS FOR OREM*	
L3 Harris Radio Consoles - Quantity 6	\$258,000
Vesta Phone Consoles - Quantity 6	\$210,000
ATX - Quantity 4	\$160,000
Total Deductions	\$628,000
Orem's Initial Reduced Membership Fee	\$333,485
Lindon's Initial Membership Fee	\$131,112
Total Initial Membership Fee	\$464,597
MEMBER SAVINGS EVALUATION/FEE ADJUSTMENT	
Estimated Existing Members Savings	\$1,240,201
Actual Savings (First Year of Orem/Lindon's Membership)**	\$1,240,201

Savings Percentage (Capped at 100%)	100.00%
Savings Capped @ 50% of savings per Membership Fee Agreement	50.00%
Orem's Membership Fee Reduction	\$166,743
Lindon's Membership Fee Reduction	\$65,556
Total Membership Fee Reduction	\$232,299

TOTAL MEMBERSHIP FEE \$232,299

Orem's Initial Reduced Membership Fee w/ Adj.	\$129,063
Lindon's Initial Membership Fee w/ Adj.	\$103,236
Total Initial Membership Fee w/ Adj.	\$232,299

		Total
Orem's Payment Yr 1	\$51,625	\$51,625
Orem's Payment Yrs 2-5	\$19,359	\$77,438
Lindon's Payment Yr 1	\$41,294	\$41,294
Lindon's Payment Yr 2-5	\$15,485	\$61,941
		\$232,299

*Deductions may vary

**Replace with actual savings when known

LINDON CITY

Authorized by Resolution No. _____, adopted on _____, 2026

LINDON CITY by:

CAROLYN LUNDBERG, Mayor

Attest: [seal]

Britni Laidler, City Recorder

Approved as to form and compliance
with applicable law:

Brian Haws, City Attorney

OREM CITY

Authorized by Resolution No. _____, adopted on _____, 2026

OREM CITY by:

KAREN McCANDLESS, Mayor

Attest:

[seal]

Teresa McKitrick, City Recorder

Approved as to form and compliance
with applicable law:

Steve Earl, City Attorney

**~~SECOND-THIRD~~ AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF
CENTRAL UTAH 911**

This Third 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), Lindon City (Lindon), Orem City (Orem), Payson City (Payson), Pleasant Gove City (Pleasant Grove), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Town of Spring Lake (Spring Lake), 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 adding Pleasant Gove as a member of the Agency and modifying how new members in Utah and Juab Counties may be added.

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 911 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, Pleasant Grove 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 executor 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

Governmental entities operating public safety departments that are located in Utah or Juab Counties may join the Agency by following the procedures in this section without the necessity of amending this Agreement. Future members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the entity has adopted a resolution accepting the interlocal agreement, as it may have been amended at the time of admittance of the future member, executed the appropriate interlocal agreement, and paid the required membership fee.. 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 submit to the recorders of Utah County and Juab County mylar plats showing the new boundaries of the Agency..

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.