



COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, October 8, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

7:00 p.m. 1.0 WELCOME/PLEDGE/ACKNOWLEDGEMENTS

2.0 CITIZEN COMMENTS

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder by noon the day prior to the meeting to be included in the minutes.)

3.0 REPORTS/PROCLAMATIONS/RECOGNITIONS

3.1 Standing Monthly Reports

a. September Police Report – Sheila Jennings

(Review of the Police Department statistics for the month of September.)

b. Public Works Report – Public Works Director Mike Allen

(Presentation of the monthly public works report detailing the status of various public works and capital projects throughout the City.)

4.0 ACTION ITEMS

4.1 Consideration of Resolution No. 2013-44 Approving an Amended and Restated Interlocal Agreement with Valley Emergency Communications Center

(The City will consider approving an agreement with VECC and 16 other governmental agencies for the continued organization that provides 9-1-1 call taking and dispatch services for police, fire and emergency services.)

**5.0 ADJOURN BUSINESS MEETING AND RECONVENE
WORK SESSION IN ROOM 250**

PUBLIC COMMENT PROCEDURE

At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.

On Monday, October 7, 2013, at 12:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at www.ch.utah.gov and the State Public Meeting Notice website at <http://pmn.utah.gov>

DATED THIS 7th DAY OF OCTOBER 2013

Kory Solorio, City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the City Recorder no later than Tuesday at noon. Comments can be emailed to ksolorio@ch.utah.gov



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, October 8, 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Canyons School District Board Update – Nancy Tingey (15:00)**
(Nancy Tingey, Canyons School District Board Member, will update the Council on current activities at the Canyons School District.)
 2. **Review of Business Meeting Agenda (5:00)**
 3. **Public Relations Report (10:00)**
 - a. Media Coverage
(Public Relations Specialist Stephanie Dickie will provide a report on media coverage of city events.)
 - b. Valley Journal
(A review of the upcoming articles for future editions.)
 4. **Public Works Report (20:00)**
 - b. Street Light Repair
(Staff will provide a report on options for repairing the solar operated street light on Greenfield Way)
 5. **Planning & Economic Development Report (20:00)**
 - a. October 2nd Planning Commission Meeting
(Staff will provide a report to the Council on the items discussed in this meeting.)
 - c. Business Luncheon
(Staff has scheduled a lunch for area businesses on October 15th and will give an update on this event.)
 6. **Public Safety Report (40:00)**
 - a. Unified Fire Authority
(Report from Assistant Chief Mike Watson on events of the week.)
 - b. Police Department
(Report from Chief Russo on noteworthy events of the week.)
 1. Organizational Management
(Chief Russo will present options for considering organizational changes within the CHPD)
 7. **City Manager/Deputy City Manager Report (30:00)**
 - a. Emergency Management Drill
(City Manager John Park will discuss the Salt Lake County emergency management drill.)
 - b. Salt Lake County City Managers Meeting
(City Manager John Park will discuss the recent Salt Lake City managers meeting.)
 - c. Update on Public Works Contract
(City Manager will update the Council on the new Public Works Contract with TerraCare.)

d. **Employee Notices on HealthCare Options**

(Linda Dunlavy will provide a report on the City's compliance with the requirement to notify employees about options under the Affordable Care Act)

8. **Mayor/City Council Reports (20:00)**

a. **Arts Council Meeting – Councilman Shelton**

(Councilman Shelton will report on the recent Arts Council meeting.)

b. **Council of Governments – Mayor Cullimore**

(Mayor Cullimore will discuss agenda items from the Council of Governments monthly meeting.)

c. **UFA Facilities Fieldtrip**

(The Council will discuss a proposed UFA facilities fieldtrip.)

9. **Calendar of Events (20:00)**

a. **Councilmember Schedules for the next week**

b. **7200 South Safe Sidewalk Ribbon Cutting – October 11 @ 3:00 pm**

c. **Community Development Luncheon – October 15 @ 12:00 pm – Market Street**

d. **Meet the Artist Night – October 24 @ 7:00-9:00 pm – Whitmore Library**

e. **Monster Mash Event – October 25 CH Rec Center**

f. **University of Utah Design Study Discussion – October 28 – U campus Bailey Hall**

f. **Youth City Council Dinner – October 29 @ 5:00 pm – Training Room**

g. **General Election – November 5 (Ballots mailed October 4) – No City Council Meeting**

h. **Thanksgiving 5K – November 28 @ 9:00 – 10:30 am**

i. **City Offices Closed for Thanksgiving holiday – November 28 & 29**

j. **Arts Council – Music Fest – December 7 - Butler Middle School**

k. **City Christmas Party – December 10th**

10. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**

11. **ADJOURN**



CHPD Statistical Report



POLICE

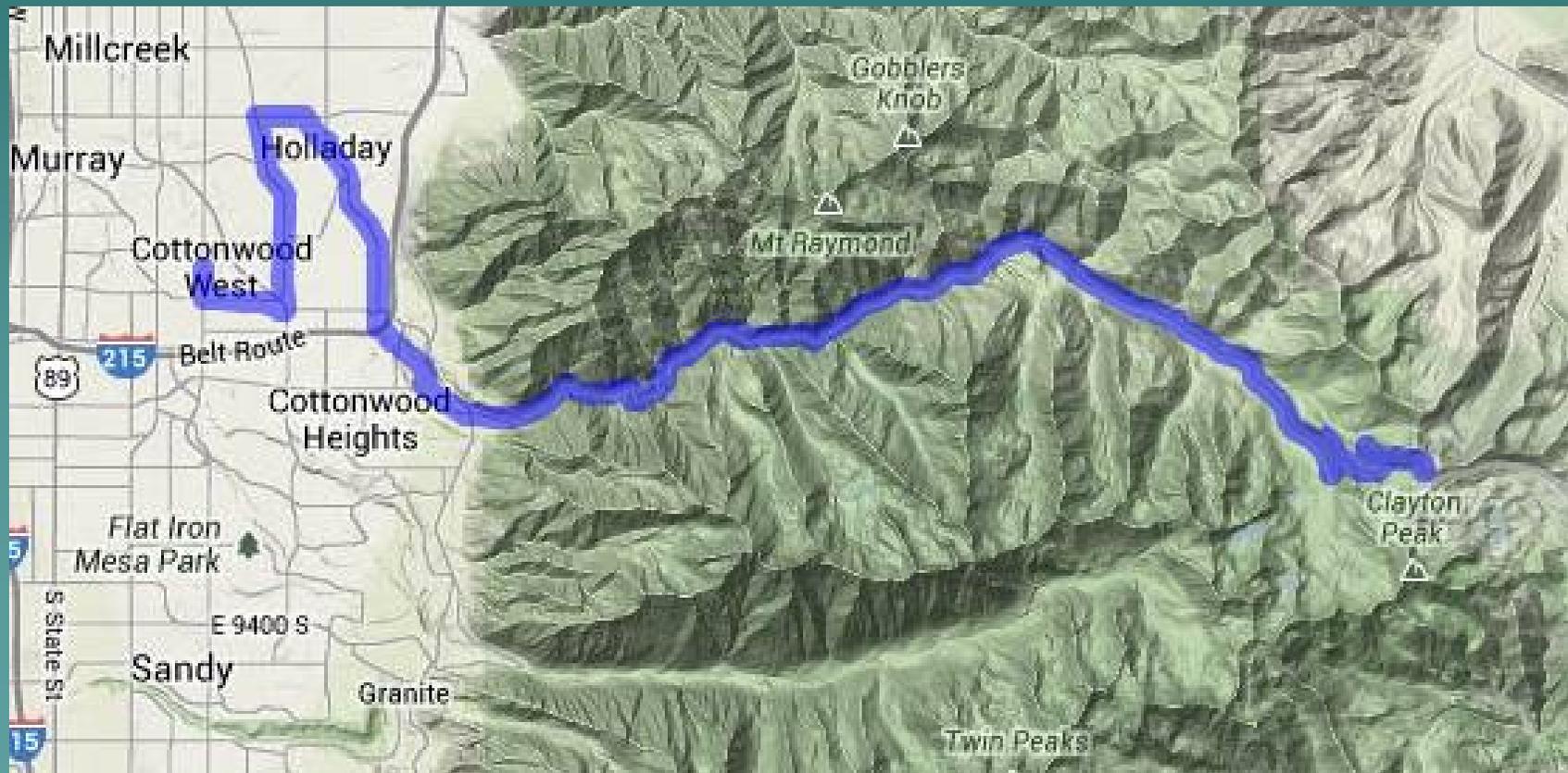
September 2013



Sept. 14, 2013

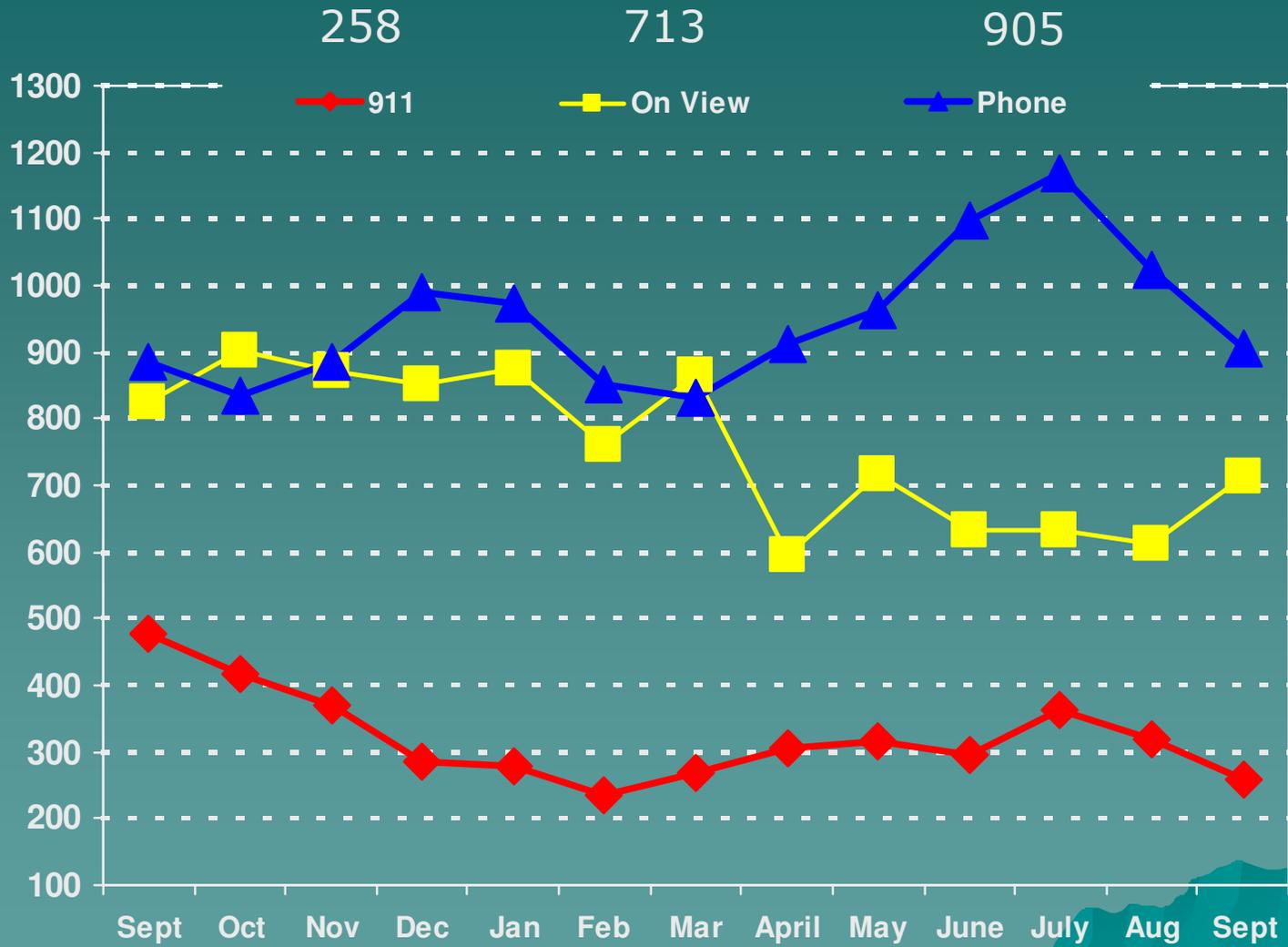
4000 runners came from the top of Guardsman's pass and eventually to Cottonwood High School.

12 officers worked the event without incident.





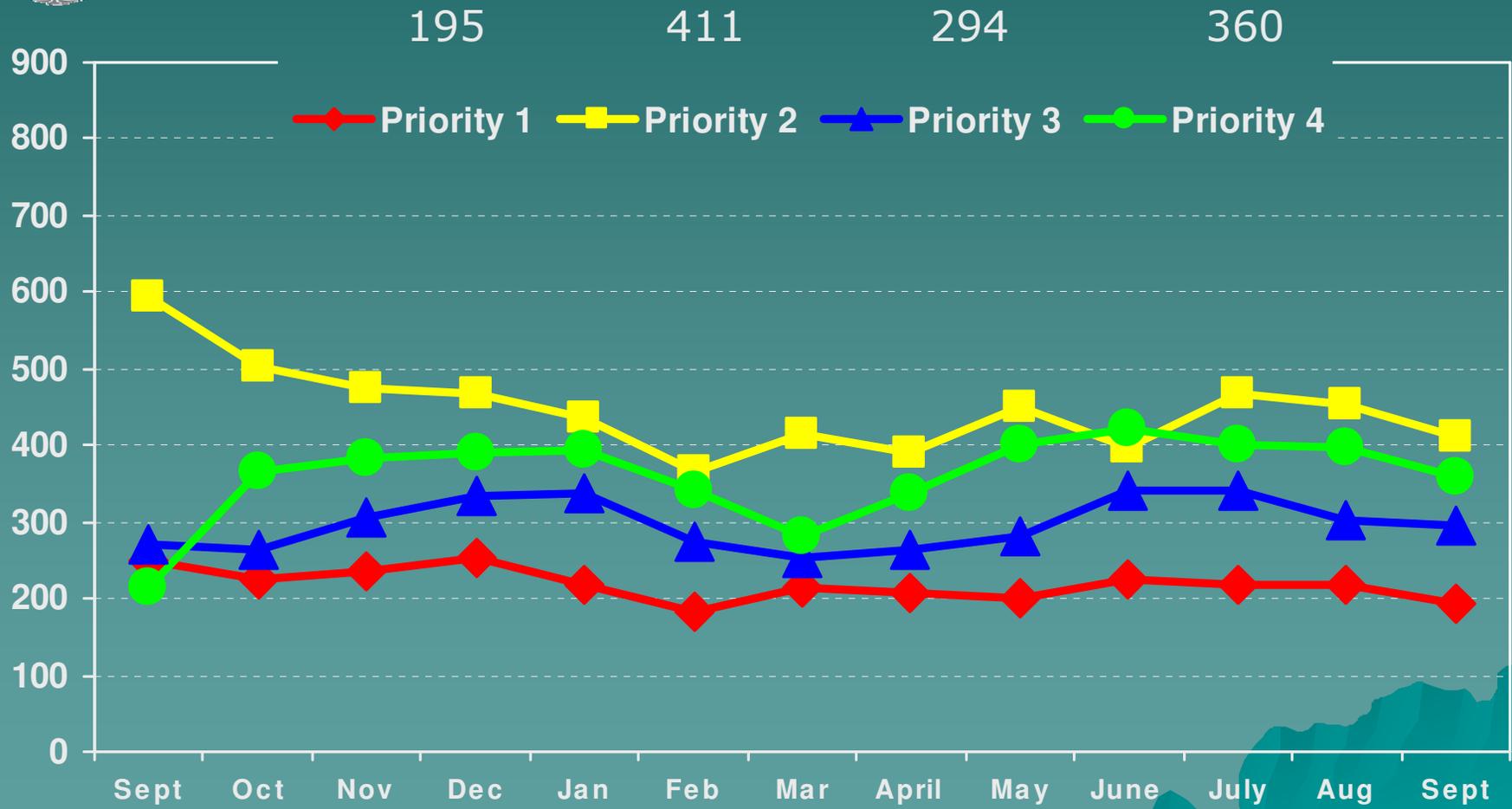
Calls for Service by Source



POLICE

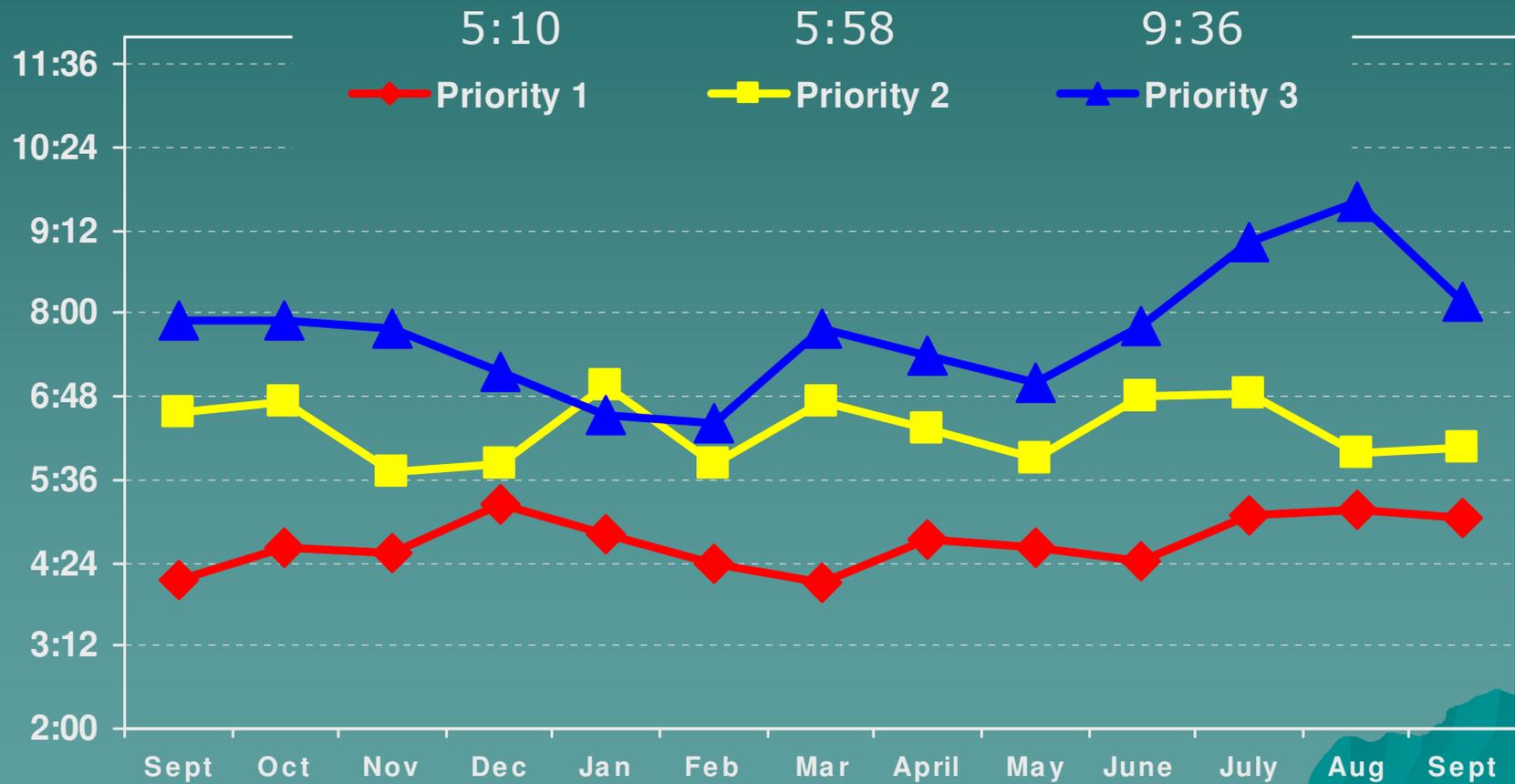


Calls for Service by Priority





Calls for Service Response Time





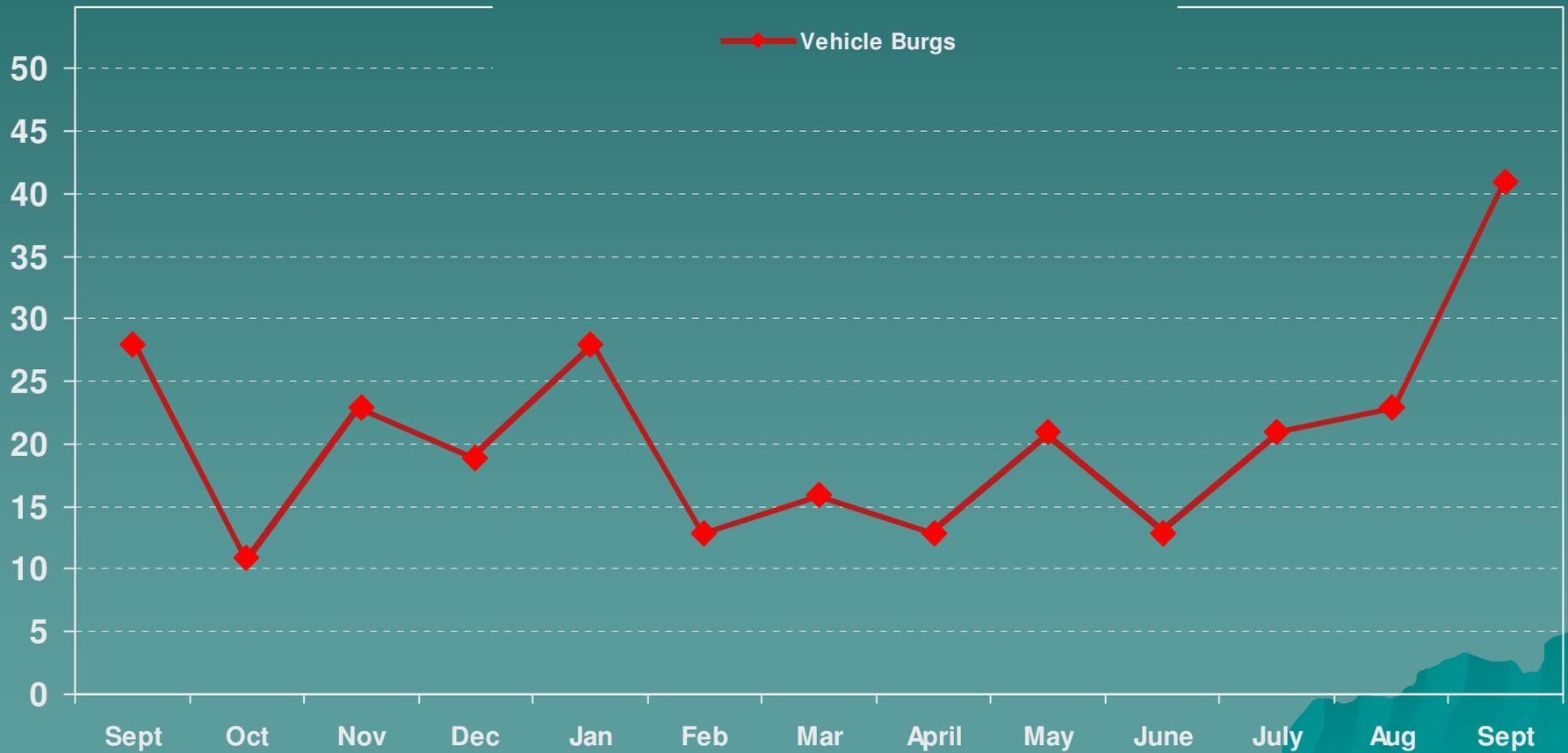
Overall UCR Crime View

	Aug 13	Sept 13
Homicide	0	0
Rape	1	0
Robbery	1	0
Assault	12	9
Burglary	17	17
Theft	69	69
Stolen Auto	10	5
Total	110	100



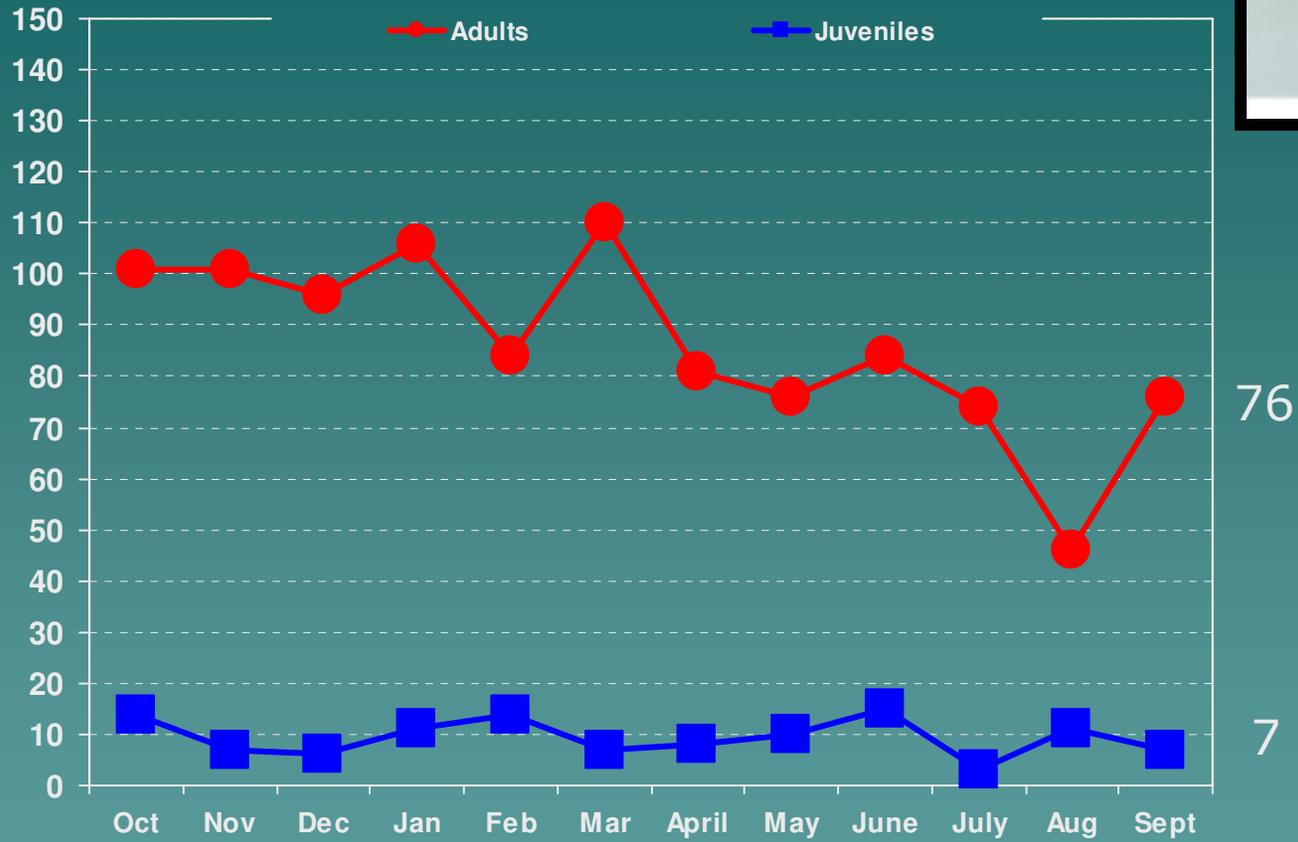


Vehicle Burglaries





Arrests



	Aug 13	Sept 13
Adults	46	76
Juveniles	11	7
Total	57	83

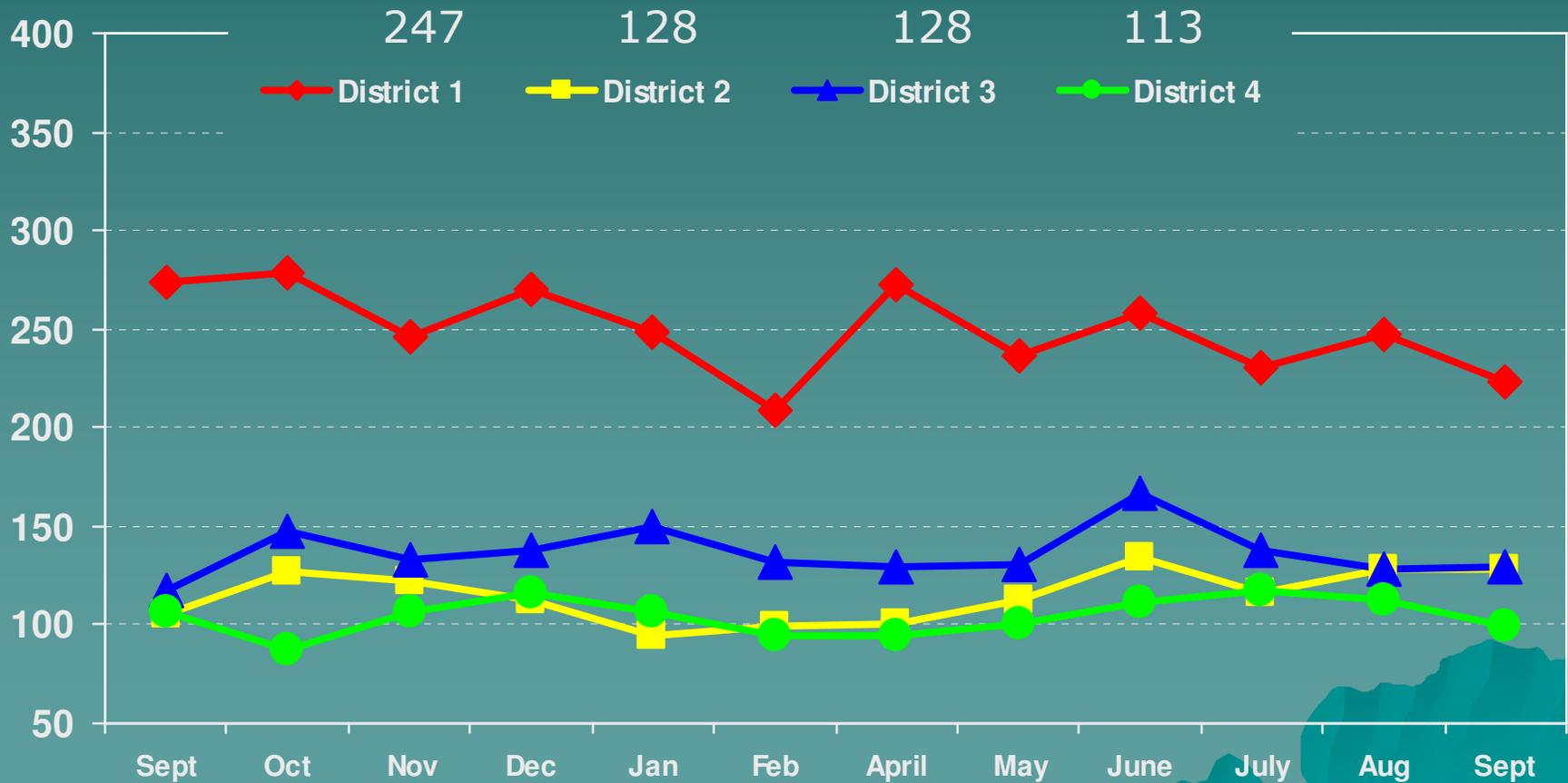


Arrests by Offense

Offense	Adult	Juvenile
Aggravated Assault	2	
Burglary	1	
Theft	7	1
Other Assault	5	
Fraud	5	
Possession of Stolen Property	2	
Vandalism	1	
Weapons Offense	2	
Sex Offense	2	
Sale / Manufacturing of Other Drugs	1	
Possession of Marijuana	1	2
Possession of Other Drugs	14	
Family Offense	4	
DUI	5	
Liquor Laws	2	2
Drunkenness	3	
Disorderly Conduct		1
All Other	19	1
Total	76	7

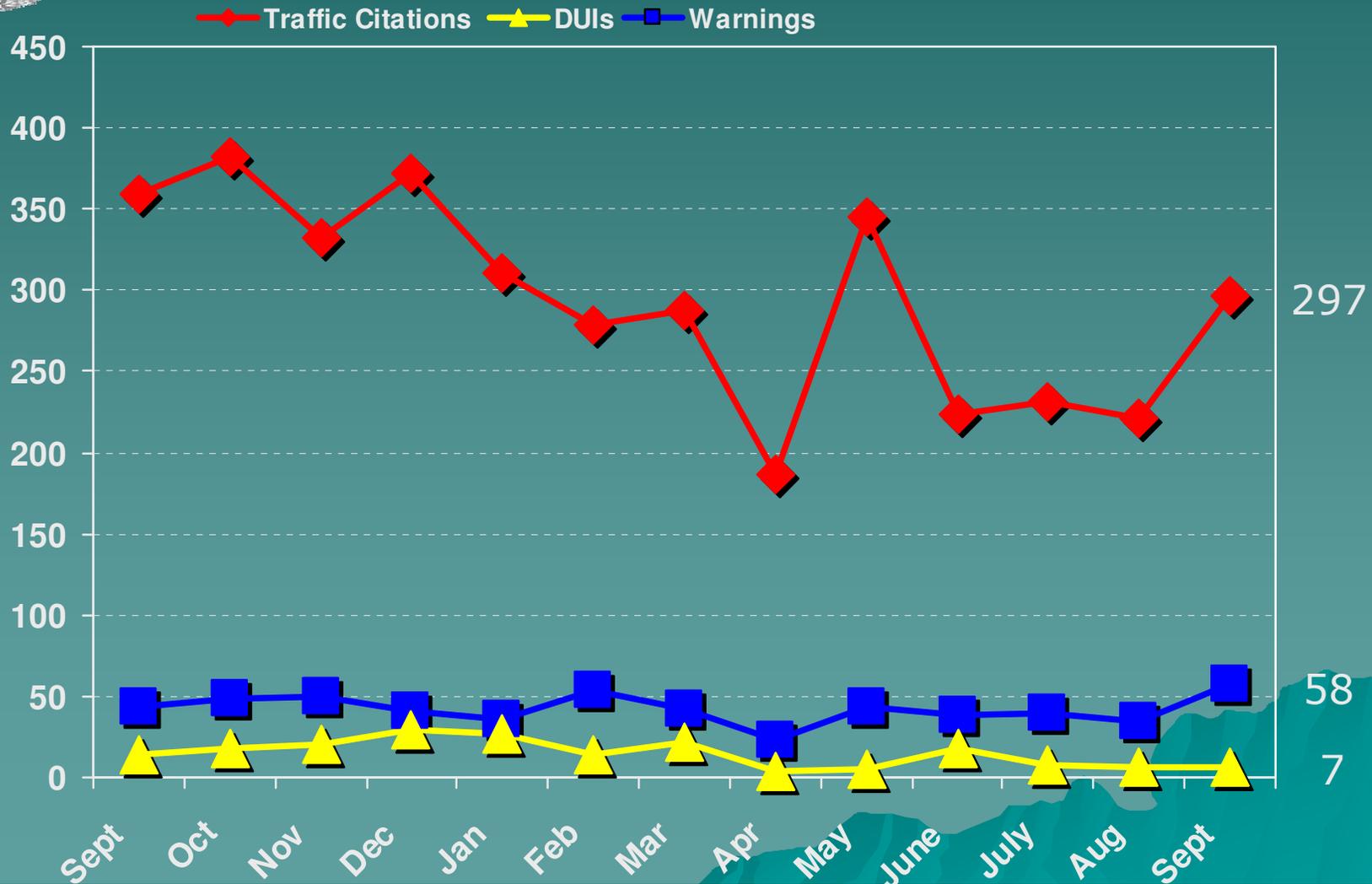


By Council District



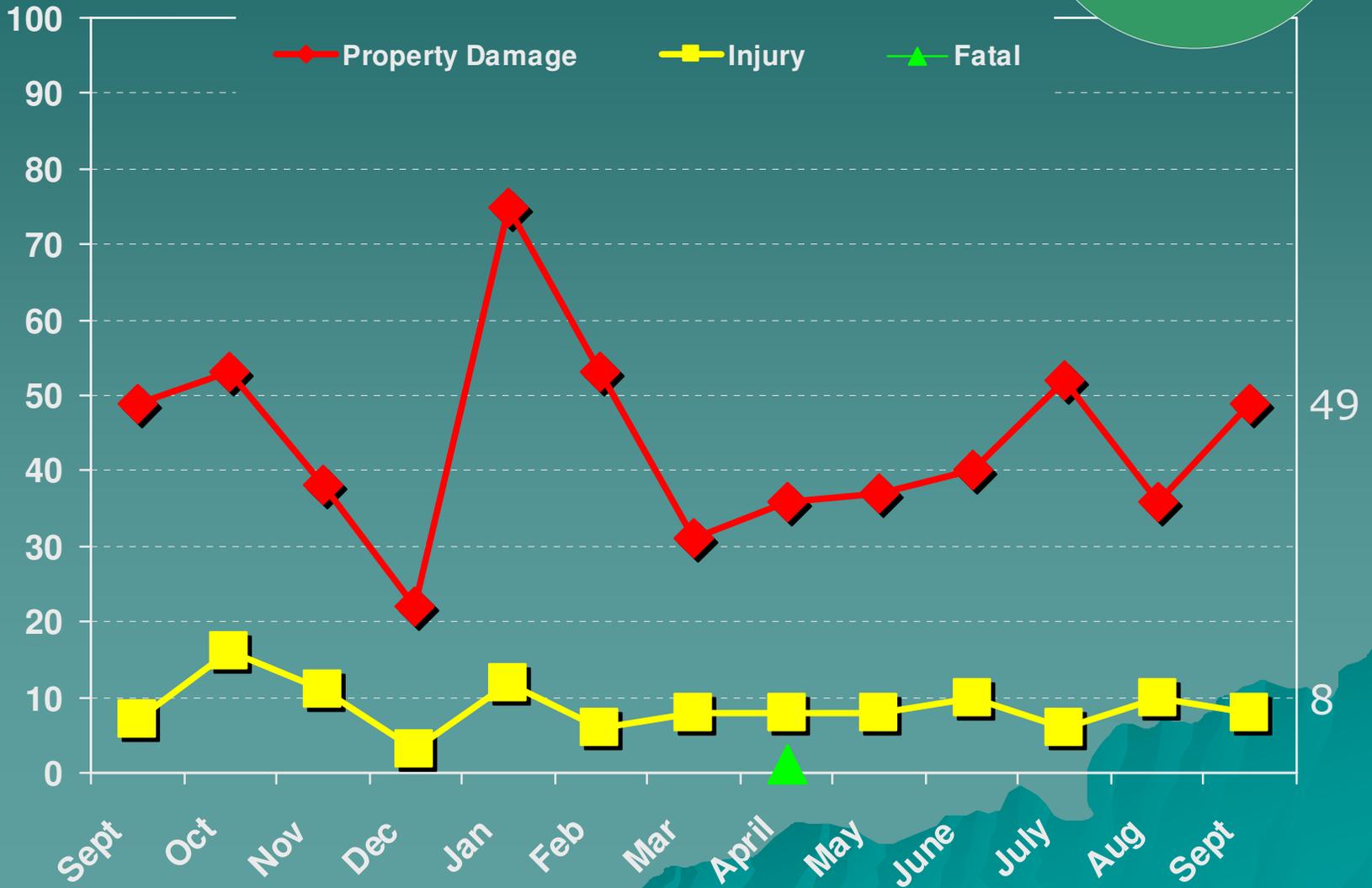


Traffic Citations & DUIs





Traffic Crashes



Trucks



Gone Wild!





Runaway Truck





PUBLIC WORKS Status Report 9/10/2013

STREET AND SIDEWALK MAINTENANCE

M 10-01 Asphalt Maintenance (S.L. County)

Budget:

YTD Expenditures:

Object Code: 11-4415-360

Projected Completion Date: Ongoing

Update Summaries:

8/13 – The chip seal has been placed on Top of the World Dr. and Prospector Dr. on Aug. 6th Fog seal will happen on the 15th

9/10 – The scheduled overlays have been put on hold with the county along with the slurry seals

Capital Improvement Projects

CIP 10-01 ADA Ramp Project

Budget:

YTD Expenditures:

Object Code: 45-7002-731 **Projected Completion Date:** Ongoing

Update Summaries:

8/13 – We are looking at possible areas now

9/10 – Quicksilver is working in the city now on our concrete projects

CIP 10-03 Signal Upgrades

Budget:

YTD Expenditures: 0

Object Code: 45-7019-730 **Projected Completion Date:** Ongoing

Update Summaries:

8/13 – We are looking at improvements to the timing at Highland Dr. and Bengal Blvd.

9/10 – Nothing new to report

CIP 10-04 Cross Gutter Replacement Program

Budget: YTD Expenditures:
Object Code: 45-7012-731 **Projected Completion Date:** Ongoing
Update Summaries:

8/13 – Identifying the replacements for this year now
9/10 – Quicksilver is working in the city now on our concrete projects

CIP Union Park Median Landscape Project

Budget: 1,200,000.00 **YTD Expenditures:**
Object Code: 45 7053 731 **Projected Completion Date:** 2013
Update Summaries:

8/13 – Work continues, the bores for electrical will be done this week, concrete work continues. We have some issues with drainage but will have a new design by Wed.
9/10 – The edge mill was done last Sunday and paving started on the north end of the project on Monday. Trees and other landscaping planting are all most finished.

CIP 7200 S. Safe Sidewalk Project

Budget: 40,000 **YTD Expenditures:** 38,725
Object Code: 45 7038 791 **Projected Completion Date:** 2013
Update Summaries:

9/10 – This project is substantially complete, a small punch list was created during a final walk through, mostly landscape touchups

STORM DRAIN MAINTENANCE (SD)

SD 10-01 Storm Water Capital Facilities Plan Update

Budget: YTD Expenditures: 0
Object Code: 45-7024-330 **Projected Completion Date:** March 2011
Update Summaries:

8/13 – Gilson is updating the information we are providing with use of the camera
9/10 – Work is ongoing on this project. We have hired a temporary worker to help with the camera. His name is Phillip Egbert; he will be with us until the end of Oct.

SD 10-02 Storm Drain Mapping and Condition

Budget: YTD Expenditures:
Object Code: 45-7009-733 **Projected Completion Date:** Ongoing

Update Summaries:

8/13 – Work continues, we have located another 114 buried manholes that will need to be raised

9/10 – Work is ongoing on this project. We have hired a temporary worker to help with the camera. His name is Phillip Egbert; he will be with us until the end of Oct.

CONTRACT SERVICES (CS)

CS10-01 Salt Lake County Public Works Contract

Budget: 789,000 **YTD Expenditures:**
Object Code: 11-4415-360 **Projected Completion Date:** Ongoing

Update Summaries

8/13 – Pothole patching and general road maintenance continues. The repairs mentioned above have been made. The painting of crosswalks and road striping will start this week

9/10 – Only necessary services are now being supplied by the county now

CS10-02 Trip Hazard Mitigation Contract

Budget: YTD Expenditures:
Object Code: 45 799 7099 000 **Projected Completion Date:** 2012

Update Summaries:

8/13 – We have the contracts back from the contractor now. It will be on the council agenda on Aug. 27th. Work will be then be scheduled. If you know of an area in need please let me know and we can add it to the list

9/10 – Work will start on this as soon as Precision Concrete can fit us in their schedule

CS10-03 Cottonwood Heights Recreation Center Contract

Budget: YTD Expenditures: 16,129
Object Code: 45-7027-717 **Projected Completion Date:** Ongoing

Update Summaries:

8/13 – Summertime maintenance is ongoing, the flower pots at the bus stops have been planted

9/10 – Summer maintenance continues, looking towards fall maintenance

CS10-04 Street Sweeping Contract

Budget: YTD Expenditures:
Object Code: 11-4415-427-415 **Projected Completion Date:** Ongoing

Update Summaries:

8/13 – The sweeper has been out once this year and has completed sweeping the city streets

9/10 – We are waiting on our next turn in the rotation

RESEARCH AND STUDIES (RS)

No new studies are being done at this time

RECREATION AND BEAUTIFICATION PROJECTS (RB)

RB10-01 Big Cottonwood Canyon Trail Project

Budget: 359,000 **YTD Expenditures:** 55,745
Object Code: 45 7015 735 **Projected Completion Date:** 2013

Update Summaries:

8/13 – Work on the punch list continues. Once completed the project will be put on hold until October when the contractor can finish the plantings.

9/10 – Punch list items have been completed. The contractor will do the plantings in the fall to complete the project

PROGRAM IMPLEMENTATION (PI)

PI10-01 Street Lighting Program

Budget: YTD Expenditures: 0
Object Code: 45-7020-734 **Projected Completion Date:** June 2011

Update Summaries:

8/13 – No new requests have been made. Mr. Gunn has not submitted the completed paperwork for Curtis Dr. yet

9/10 – Nothing new to report

PI10-02 50/50 Sidewalk Replacement Program

Budget: 50,000

YTD Expenditures:

Object Code: 45-7028-717-415

Projected Completion Date: June 2011

Update Summaries:

8/13 – We have the list of paid locations ready for our contractor; he should start towards the end of Aug.

9/10 – Our contractor started his work for us with the 50/50 requests we have received. He will complete them first

PI09-03 Traffic Calming Program

Budget:

YTD Expenditures:

Object Code: 45-7007-730

Projected Completion Date: June 2011

Update Summaries:

8/13 – We have 2 applications now and are getting speed counts for both areas. Once we have them Brad will review them and make recommendations.

9/10 – Brad gave his recommendation at council meeting last week, I have contacted both applicants and let the know the results and direction given to us by the council

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-44

A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE VALLEY EMERGENCY COMMUNICATIONS CENTER (VECC)

WHEREAS, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, in June 1988, an interlocal agreement (the “*Original Agreement*”) between certain public agencies created the Salt Lake Valley Emergency Communications Center (“*VECC*”); and

WHEREAS, the city of Cottonwood Heights (the “*City*”) was incorporated on 14 January 2005 and became a member of VECC in November 2006; and

WHEREAS, VECC’s Board of Trustees has formulated a proposed amendment and restatement (the “*Amendment*”) of the Original Agreement and has submitted the same to VECC’s members for approval; and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 8 October 2013 to consider, among other things, approving the City’s entry into the Amendment; and

WHEREAS, the Council has reviewed the form of the Amendment, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Amendment as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Amendment as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Amendment is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Amendment on behalf of the City.

This Resolution, assigned no. 2013-44, shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of October 2013.

COTTONWOOD HEIGHTS CITY COUNCIL



ATTEST

Kory Solorio

Kory Solorio, Recorder

By *Kelvin H. Cullimore, Jr.*
Kelvin H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 8th day of October 2013.

RECORDED this 8 day of October 2013.

606337.1

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is made between the following political subdivisions of the State of Utah, hereinafter referred to collectively as “Members” and individually as “Member”:

DRAPER CITY
MIDVALE CITY
MURRAY CITY
SALT LAKE COUNTY
CITY OF SOUTH JORDAN
CITY OF SOUTH SALT LAKE
CITY OF WEST JORDAN
WEST VALLEY CITY
TOWN OF ALTA
HERRIMAN CITY
RIVERTON CITY
CITY OF TAYLORSVILLE
BLUFFDALE CITY
CITY OF HOLLADAY
CITY OF COTTONWOOD HEIGHTS
UNIFIED FIRE AUTHORITY
UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

PURPOSE. The Members and others, in June 13, 1988, entered into an interlocal cooperation agreement (“Former Agreement”) to create, fund and operate an interlocal cooperation entity which shall have served as a communications center, (herein called the "Center") in order to protect, preserve and enhance the health, safety and welfare of persons within the Municipalities and the unincorporated portions of Salt Lake County by creating a communications center located within Salt Lake County which shall have handled communications and other services for the Members, including Police, fire, PSAP/E-911 service, dispatch, and records services. The Members wish to amend and restate the Former Agreement and intend that the police and fire departments of each member municipality and each member agency shall participate in the Center by the terms of this Agreement. The Members intend that the police, fire and medical dispatch functions of all parties hereto, where applicable, be combined in an efficient, effective and flexible centralized system.

AUTHORITY. The Members make this Agreement pursuant to Section 11-13- 203, Section 10-1-202, 17B-1-103 and Section 17-50-302, Utah Code Annotated, as amended.

CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. NAME. By this Agreement the Members hereby amend and restate the Former Agreement that created interlocal cooperation entity known as the Salt Lake Valley Emergency Communications Center, herein called the "Center".

2. TERM. This Agreement shall take effect upon its execution by all Members whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the then parties to it or until dissolution of the Center. Upon dissolution, the assets remaining, including any surplus money, shall be disposed of among the Members thereto at the time.

3. MEMBERSHIP. Each Member which is a signatory to this Agreement, and each additional political subdivision or public agency accepted for membership by a two-thirds vote of the Board of Trustees pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Center and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.

4. TERMINATION OF MEMBERSHIP. This Agreement shall remain in full force and effect as to each member agency for a minimum of five years from and after the date the member is first signs accepts and signs this interlocal agreement., subject to the appropriation of funds by the legislative body thereof. Thereafter, any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Center by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice to the Director and to each of the other Members not less than six months before the Center's new fiscal year. Due to the potential impact to public safety emergency response, the written notice of the intention to withdraw must include evidence of an alternative means to provide emergency response services. Said termination shall be effective on the last day of the said current fiscal year of the Center. A Member terminating its membership herein shall have no interest in the assets of the Center unless it is a Member at the time of dissolution of the Center.

After receipt by the Center of a resolution of intent to withdraw by a member, and before termination of membership takes effect, the Director shall calculate the departing member's proportionate share of the existing bonded indebtedness and other indebtedness incurred in by VECC to provide any service to the departing member, up to the date of the Member's termination of membership (hereinafter referred to as "the indebtedness"). The departing member's proportionate share of the indebtedness shall be calculated by determining the proportion of the departing member's contribution to the total Center budget for the fiscal year prior to the member's withdrawal, as expressed in a percentage of the overall budget. In determining the total Center budget for the purpose of calculating the departing members' proportionate contribution to the same, the Director shall not take into consideration the receipt of grant moneys which could not be used toward payment of the indebtedness. The director shall continue to assess the departing member, and the departing member shall continue to pay after termination of membership takes effect, its proportionate share of the indebtedness as said indebtedness becomes due and payable, until the indebtedness is paid in full.

5. POWERS OF THE CENTER. The Center shall have the power in its own name, to provide dispatch services, records, E-911, and other communications and related services to governmental subdivisions and to other entities; to make and enter into contracts; to employ

agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Center. The Center shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of the Board of Trustees.

6. LIMITED OBLIGATION OF MEMBERS. The debts, liabilities and obligations of the Center shall not constitute any debt, liability or obligation of any of the individual Members. The obligation entered into by each of the Members by this Agreement are limited obligations and nothing herein shall constitute or give rise to a general obligation or liability of the Members or a charge against their general credit or taxing powers.

7. OPERATIONS. The Center shall operate on the following principles:

(a) Services. The Center shall provide combined fire, police, medical dispatch and some public works services for all Members, and other communications-related services which the Board of Trustees wishes to provide to Members and others subscribing to those services, including, Salt Lake County-wide or State-wide emergency functions.

(b) System. Dispatch operation shall be based upon a team dispatch profile that provides for actual dispatching to occur while emergency information is still being received.

(c) CAD and Records. It is the intent of the Members to operate with a computer-aided dispatch system. The system adopted by the Center shall be able to communicate with the records systems of the Members. The cost of the system as well as the records communication link shall be borne by the Center subject to the assessment and budget policies set by this Agreement and the Board of Trustees. The system adopted shall have adequate hardware maintenance and repair support and software support available.

(d) Dispatch Manning and Training. Whenever desired by individual Members and subject to manning efficiencies during low-volume hours, the dispatch, manning, training and emphasis shall be structured to insure a high level of familiarity with the street system, personnel, equipment and procedures of the Members. Whenever possible, persons familiar with the Member's street system, including former dispatchers for that Member, shall be assigned to that Member's dispatching where applicable.

(e) Flexibility. The operation and policies of the Center shall be marked by flexibility consistent with the principles set out above to meet the varied needs of the participating Members.

(f) Mutual Aid Agreements. Nothing contained herein shall supersede mutual aid agreements of individual Members.

8. AMENDMENT. This Agreement may not be amended, other than the admitting of new

of the Center.

Special Services. Where services provided by the Center are not used by all the Members, the trustees of those Members using the respective services shall have primary responsibility for setting policies with respect to those services which shall not conflict with Center policies as a whole. The costs of those special services shall be determined by the entire Board of Trustees.

(c) Meetings. The Board of Trustees shall meet at least once every three months, shall give reasonable notice to all trustees of the time and place of each meeting, and shall otherwise follow the terms of the Utah Open and Public Meetings Act, Section 52-4-1 et. Seq. Utah Code Annotated, as amended, where applicable.

(d) Decisions, Quorum. A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of Member representatives, and that majority must represent a majority of the weighted voting rights represented on the Board of Trustees. Most decisions shall require a vote of a majority of the total weighted votes present. Any vote to approve a budget increased over the last approved budget by more than 2% shall require a supermajority vote of 2/3 of all the Member representatives and 2/3 of all the weighted votes. Supermajority voting may also be required if expressly elsewhere so provided by this Agreement, applicable law, the Bylaws, or the rules or policies of the Board of Trustees; provided that a bylaw, policy or rule providing for supermajority voting on a matter must be approved by the same supermajority vote.

(e) Director. The Board of Trustees shall select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Chair of the Board of Trustees.

10. OPERATIONS BOARD. The Board of Trustees shall establish an Operations Board, which shall include the Director. The Board of Trustees shall adopt bylaws which shall set forth the membership, powers, duties, policies and procedures for the Operations Board.

11. FINANCIAL AFFAIRS. The financial affairs of the Center shall be conducted in compliance with the Utah Municipal Fiscal Procedures Act and generally accepted accounting principles. The Board of Trustees shall provide for an audit of the financial records of the Center by an independent certified public accounting firm annually. The Board of Trustees shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations of the Center, the preparation of the annual budget, adoption of a fiscal year and other financial affairs of the Center.

(a) Assessments, Workload, Payments. Each member receiving services from the Center shall be assessed annually, fairly based upon a workload share with respect to each service the Member receives from the Center. Members shall make payments to the Center quarterly or at such other time as the bylaws or policies shall provide. The Board of Trustees shall annually evaluate the method for assessing workloads.

(b) Overhead. The overhead of the Center shall be divided into four categories: PSAP/E-911, Dispatch Services, Records Services, and Miscellaneous Services. All overhead of the Center shall be attributed to one of the above four categories and allocated to them based upon workload and impact to the Center most directly attributed thereto. Overhead shall include, but not be limited to lease or building purchase, maintenance of building, utilities, insurance, administrative costs, financial services, director's salary, and costs of the Board of Trustees and Operations Board.

(c) Dispatch Assessment. The annual assessment to each Member for dispatch services and overhead associated therewith shall be determined annually as part of the annual budget preparation. The annual assessment for each Member shall be adjusted annually for workload, changes in overhead costs, changes in dispatch-specific system costs, and inflation and deflation as measured by appropriate indices of the U.S. Department of Labor.

(d) Records. A Member may at its sole discretion elect to have the Center provide its records services. The cost of said services shall be combined with the overhead most directly allocated thereto, and shall be fairly divided among Members receiving records services on a workload share basis.

(e) Miscellaneous Services. Members may at their discretion elect to receive other communications-related services which the Center may from time to time choose to provide. The overhead most directly allocated to each service shall be included in the cost of such service to the Member or Members receiving it, and the total cost including overhead for the service shall be fairly divided among the Member receiving the service on a workload share basis.

(f) Additional Services. A Member may, if it elects, receive increased dispatch services assigned solely to its dispatch needs, provided it pay the additional cost thereof.

(g) Nonmember Agencies. The Board of Trustees shall set reasonable costs for services for nonmember agencies receiving services from the Center.

12. PSAP/E-911. The Members agree to provide 911 services and allow the collection of 9-1-1 fees for their jurisdictions in accordance with applicable State statute. The Members shall pay to the Center those 911 monies received from The Utah Tax Commission, which the Members shall hold in trust for the Center. The Board of Trustees shall apply said payments to the PSAP/E-911 services of the Center and the overhead allocated thereto as prescribed by State statute. The Board of Trustees may allow exceptions to the full payment of 911 fees to those members for whom dispatching services are provided by another primary PSAP. The division of those 911 fees will be negotiated between two involved PSAPs, with final approval of the Board of Trustees.

13. COMMENCEMENT and EFFECTIVE DATE. The Center began operations on January 1, 1989, and this amended Agreement shall be effective when adopted by all members, or such

later date determined by the Board of Trustees.

14. OFFICERS, STAFF. The Center shall have a Director and other employees which shall be selected and serve by a process determined by the Board of Trustees. Staff personnel shall be trained and qualified to perform their duties in a manner consistent with the purposes and terms of this Agreement.

15. CONFIDENTIALITY. The Board of Trustees and Operations Board shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by the Center in accordance with law. The Members shall protect and keep confidential information kept or received by the Center during the term of this Agreement and after the termination of their membership in the Center pursuant to the Bylaws or other policies adopted by the Board of Trustees and consistent with law.

16. COOPERATION, STANDARDIZATION. While all Members recognize the individual differences of each Member, all Members participating herewith commit themselves to mutual cooperation, and each agrees to move towards standardization and unification of those functions relating to emergency response, dispatch, record keeping and equipment purchasing.

17. LIABILITY AND INDEMNIFICATION. The Center shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Center, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Center may involve.

SIGNED AND DATED THIS 8TH DAY OF OCTOBER 2013.

ATTEST:

COTTONWOOD HEIGHTS,
a Utah municipality

By _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

APPROVED AS TO FORM:

Wm. Shane Topham, City Attorney