RESTATED INTERLOCAL AGREEMENT GOVERNING LAW ENFORCEMENT AND FIRE/EMS SERVICES

Ivins City, a Utah municipal corporation ("Ivins"), and Santa Clara City, a Utah municipal corporation ("Santa Clara"), hereby enter this instrument effective as of _____ (the "Effective Date"), to commence as of July 1, 2026 (the "Commencement Date").

RECITALS

A. Ivins and Santa Clara are parties to two interlocal agreements by which they are sharing consolidated law enforcement and fire/EMS services.

B. The interlocal agreement governing law enforcement services (the "Law Enforcement Agreement") is dated May 24, 2012, and provides, among other things, that the consolidated law enforcement services (the "Police Department") will be operated by Ivins, subject to expense contributions and other rights and obligations shared by Santa Clara.

C. The interlocal agreement governing fire/EMS services (the "Fire/Rescue Agreement" and together with the Law Enforcement Agreement, the "Original Agreements") is dated October 25, 2017, and provides, among other things, that the consolidated fire/EMS services (the "Fire Department") will be operated by Santa Clara, subject to expense contributions and other rights and obligations shared by Ivins.

D. The parties desire to amend and completely restate the Original Agreements to, among other things, demonstrate their continued commitment to the shared departments, provide for new cost sharing percentages and to provide certainty regarding the term.

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as adequate consideration the parties hereby acknowledge, the parties agree as follows:

(1) Amendment and Restatement of the Original Agreements. Upon the Commencement Date, all terms in the Original Agreements will be deemed amended and restated in full herein for all purposes. All obligations related to the operation of the Police Department and the Fire Department shall be governed by the terms of this instrument.

(2) Mutual Obligation to Operate Departments. Each party shall continue to conduct the operations of the department for which it is responsible in a neutral, efficient, and professional manner. Specifically, Ivins shall operate the Police Department and Santa Clara shall operate the Fire Department. Terms subject to just the Police Department are contained in the document titled "Police Department Terms" attached hereto as Exhibit A and by this reference are incorporated herein in full. Terms subject to just the Fire Department are contained in the document titled "Fire Department Terms"

attached hereto as Exhibit B and by this reference are incorporated herein in full. General miscellaneous terms that apply to this instrument are contained in the document titled "Miscellaneous Terms" attached hereto as Exhibit C and by this reference are incorporated herein in full.

(3) Cost-Sharing Provisions. Ivins shall reimburse Santa Clara for expenses incurred to operate the Fire Department and Santa Clara shall reimburse Ivins for expenses incurred to operate the Police Department according to the percentages determined by the following formula:

(a) Combination of Population and Call Volume. The parties acknowledge that the cost of providing police, fire, and EMS services is driven by multiple factors, including resident population, service demand, commercial activity, tourism, and other non-residential land uses. In order to allocate costs in a manner that is equitable, objective, and reflective of actual service demand, the annual reimbursement amount shall be calculated as a combination of:

- The percentage of the total population estimate attributable to each city, weighted at 67%.
- The percentage of the combined fire/EMS and law enforcement call volume originating within each city, weighted at 33%.

The Parties agree that population is a stable and readily verifiable metric that reflects relative community size and long-term service capacity needs, while call volume reflects measurable demand for services and accounts for activity generators that may not increase permanent population, including but not limited to commercial centers, special events, institutional uses, and short-term rental or resort accommodations. The blended formula is intended to balance predictability with service-demand responsiveness in a manner that is fair to both Parties.

(b) Population Estimate. For each annual calculation, the population estimate will be the estimate provided by the Utah State Tax Commission Sales Tax January Report . For example, for the first calculation for the FYE 2027 (July 2026 through June 2027), the population estimate released for January 2026 report shall be used.

(c) Call Volume Average. For each annual calculation, the call volume will be provided by each department based on their internal reporting based on calendar years. Each city shall be entitled to audit the reporting upon request. The call volume will further be averaged over the preceding 5 calendar years, with the most immediate past year being reduced to 80% of the call volume for that immediate past year, the next immediate past year being reduced to 90% of the call volume for that next immediate past year, and the 3rd through 5th past years not being reduced at all. For example, for the first calculation for the FYE 2027 (July 2026 through June 2027), the call volume information will use 80% of the total call volume

for the 2025 calendar year, 90% of the total call volume for the 2024 calendar year, and 100% of the total call volume for the 2023, 2022, and 2021 calendar years.

(d) First Year Calculation. For the first fiscal year (FYE 2027 – July 2026 through June 2027), the calculation is as follows:

Population Component (67% of total calculation)

City	Population (2025)*	Percentage	Weighted Percentage (x .67)
Santa Clara	8,483	43.7%	29.3%
Ivins	10,918	56.3%	37.7%
Total	19,401	100.0%	67.0%

*Utah State Tax Commission Sales Tax January 2026 Report estimate

Call Volume Component (33% of total calculation)

City	Year 1 2025 (.8)	Year 2 2024 (.9)	Year 3 2023 (1.0)	Year 4 2022 (1.0)	Year 5 2021 (1.0)	5 Year %	Weighted Percentage (x .33)
Santa Clara	2,498	2,679	2,781	2,318	2,311	39.3%	13.0%
Ivins	3,586	4,167	4,390	3,587	3,611	60.7%	20.0%
Total	9,928	11,620	11,579	7,155	5,922	100.0%	33.0%

Combined Calculation

City	Population Weighted Percentage	Call Volume Weighted Percentage	Combined Percentage
Santa Clara	29.3%	13.0%	42.3%
Ivins	37.7%	20.0%	57.7%
Total	67.0%	33.00%	100.00%

(e) Subsequent Calculations. For each fiscal year following, the reimbursement amounts will be calculated using the same formula, using the most recent population estimate published by the Utah State Tax Commission Sales Tax January Report and the most recent call volume data tracked by the departments. Notwithstanding the foregoing, if the calculation according to the formula in this Section 3 results in a percentage change in the amount a party is paying in excess of 1% for any given year, the amount each party shall pay shall be adjusted so that the percent change is equal to 1%.

(f) Remittance. The parties shall make payments for the respective services quarterly. On the first business day of each quarter, or reasonably soon thereafter, the party to whom the payment is due shall deliver a written invoice to the paying party. The paying party shall have until the first business day that is at least 45 days after the delivery of the invoice to make the payment. Any payment not paid when due shall accrue annual interest at the rate specified in UCA §15-1-4(3)(a) or its successor.

(4) Budgets.

(a) Annual Budgets. Each party shall annually by April 1st, prepare and deliver to the other party a detailed budget request identifying the full budget for their provided service for the next fiscal year. Subject to any circumstance outside each party's control similar to those described in Section (5)(b)(vi) below, each party shall appropriate the amount necessary to cover the budget request on a fiscal year basis as part of the party's normal budgeting process. While each party's percentage share of a budget may differ from year-to-year based on the percentages calculated pursuant to Section (3) above, the total amount of any budget, excluding one-time, non-operational expenses, such as apparatus purchases, shall not, except as agreed to by the parties, increase from the previous fiscal year's budget by more than six percent or a percentage calculated as the Consumer Price Index (CPI) for the prior calendar year plus the percentage increase in population based on the Utah State Tax Commission Sales Tax January Report for both cities, whichever is higher.

(b) Fixed Facilities. Fixed Facilities means immobile, permanent structures, buildings, or land improvements used in the provision of services under this agreement. For the purposes of this agreement, all furniture, fixtures, and equipment that are associated with a fixed facility, shall be considered part of the fixed facility. All costs associated with the construction, furnishing, repair, maintenance, or expansion of fixed facilities shall be borne solely by the city in which the facility is located and therefore shall not be included in the shared budgets. This excludes all vehicles.

(c) Expenses. The shared budgets should include all expenses necessary to provide the services described in Exhibits A and B, but shall exclude the expenses for fixed facilities as described in subsection (b) above. The shared expenses shall, however, include utility services to the fixed facilities.

(d~~b~~) Budget Amendment Increase. An annual budget may be increased by amendment outside of the normal annual budget process in the amount necessary to cover expenses that could not have been reasonably foreseen during the annual budget process, such as expenses to cover

an increase caused by a vendor increasing its fee compensation by more than what was expected or expenses to cover additional services caused by emergencies in the areas of one or both of the parties or the areas that are covered by mutual aid agreements. The parties have a duty to notify the other party when such an event is clearly apparent in a reasonable timeframe.

(5) Term. The initial term of this instrument shall be 6 years. Unless this instrument is terminated as provided in this Section 5, it shall automatically renew for successive 6-year terms until terminated. The parties may terminate this instrument only as described in this Section 5.

(a) 6-Year Review. At the end of each 6-year term, either party may, pursuant to a good-faith determination by its city council that continuing with this instrument is not in the best interest of its citizens, terminate this instrument for any reason or no reason, without any cause whatsoever. Prior to terminating, the parties must meet and confer to attempt to resolve the need to terminate. If the parties are unable to resolve the need to terminate, the terminating party must deliver to the other party a written notice of termination by no later than September 30 of the year preceding the end of the current term, with an effective termination date of the end of the current term. For example, to terminate after the first 6-year term (termination effective as of June 30, 2032), the terminating party must deliver the notice of termination no later than September 30, 2031; to terminate after the next 6-year term (termination effective as of June 30, 2038), the terminating party must deliver the notice of termination no later than September 30, 2037. No other termination without cause shall be allowed.

(b) For Cause Termination. Either party may terminate this instrument for cause only as described in this Section (5)(b). Prior to terminating, the parties must meet and confer to attempt to resolve the need to terminate. If the parties are unable to resolve the need to terminate, the terminating party must deliver to the other party a written notice of termination by no later than September 30 of the current fiscal year, with an effective termination date of the end of the current fiscal year. Any notice of termination must identify the circumstances constituting cause and must give the non-terminating party at least 30 days to cure the cause, but only if a cure can be reasonably accomplished within 30 days. If the non-terminating party is unable to cure the cause within 30 days of receipt of the notice, this instrument shall be terminated in full as of the end of the current fiscal year. Only the following circumstances may be deemed cause entitling termination under this section, subject to the required conference, notice and opportunity to cure:

(i) Failure to Make a Payment. If either party fails to make a payment required hereunder, the other party may terminate by delivering the

required notice of termination within 45 days of the date the payment was due. Regardless of whether the party to whom the payment was due elects to terminate, the party entitled to terminate may pursue any legal remedies to recover the unpaid payment or may offset its next payments to the non-paying party by an amount equal to the amount that was not paid.

(ii) Failure to Maintain Required Licenses. If either party fails to obtain or maintain any departmental license required to provide the services they are obligated to provide, the other party may terminate by delivering the required notice of termination at any time after discovering the noncompliance, but only while the noncompliance continues.

(iii) Failure to Maintain Service Standard. If either party fails to maintain coverage for the services it is obligated to provide in a manner that meets the service standard (see Exhibits A and B) within the municipal boundaries of each party, the other party may terminate by delivering the required notice of termination. Before delivering the required notice of termination, the city council of the terminating party must make a good-faith determination that the situation is of sufficient public concern to warrant termination and is not simply a pretext to terminate for another reason, including budgetary concerns.

(iv) Breach of Contract. If either party breaches any term hereof, the non-breaching party may terminate by delivering the required notice of termination within 90 days of discovering the breach. Termination shall be the only remedy for any breach of this instrument, except the failure to make any payments due hereunder or a breach of Section (5)(b)(iii) above or Sections (7)(a) and 7(b) below.

(c) Option to Continue One of the Departments. To provide flexibility and potentially reduce the impact of a termination, the terminating party may at any time after delivering the notice of termination but no later than 180 days before the termination date, indicate in writing to the other party a willingness to continue with one of the departments. If the other party desires to accept such offer, it shall deliver a written acceptance to the terminating party no later than 30 days after delivery of the written offer. If the other party accepts the offer, the department covered by the offer shall continue without termination and the notice of termination be deemed not effective as to that department.

(6) Public Safety Work Group. The parties shall meet and confer regularly to facilitate open communication and prompt identification and resolution of issues. The parties shall do so through a committee (the "Public Safety Work Group") that shall be comprised of each party's city manager and mayor and

two city council members from each party. The Public Safety Committee shall meet as follows:

(a) Planned Meetings. The Public Safety Work Group shall meet in February, April, August and November of every year. Any topic related to either department will be appropriate for discussion. In addition, the February and April meetings are anticipated to address budget issues. The Public Safety Committee shall not have any decision-making authority; all final decisions related to this instrument must be made by the parties' respective city councils.

(b) Requested Meetings. The Public Safety Work Group shall also meet at any reasonable time requested by either party, including to meet and confer about unresolved issues that may lead to termination under Sections (5)(a) and (5)(b) above.

(7) Annual Review Meeting. A joint work meeting with both City Councils in attendance shall be held annually. The purpose of this meeting is primarily for department heads to present the state of each department. Difficult and complex issues shall be referred to the Public Safety Work Group.

(8~~7~~) Effect of Termination. If either party elects to terminate under Sections (5)(a) or (5)(b) above, both the Police Department and the Fire Department will cease to be operated hereunder as of the termination date.

(a) Continuity of Operations. Notwithstanding any termination, the parties shall in good faith continue to operate each department through the termination date. A breach of this provision shall entitle the nonbreaching party to any relief available at law or equity, including injunctive relief and/or damages to recover amounts spent by the terminating party to provide the services not provided hereunder.

(b) Staff Adjustments. While either party may negotiate with members of the staff of the other party's department, unless otherwise agreed to by the other party, the hiring party may not hire such staff until the day after the termination date, so as to facilitate continued operations through the termination date. A breach of this provision regarding the effective dates of any hires shall entitle the nonbreaching party to any relief available at law or equity, including injunctive relief.

(c) Division of Assets. The parties shall divide the assets proportionally according to the average of the contribution percentages calculated pursuant to Section 3 above for the preceding ten (10) fiscal years. Fixed Facility assets shall not be divided and shall remain with the City per location.

(i) Appraisals to Establish Value. If the parties cannot agree on the values of any such assets, either or both parties may obtain an appraisal from a professional, experienced, qualified, and, if regulated, licensed appraiser. If only one party obtains an appraisal, the value shall be the value determined by that appraisal.

If both parties obtain an appraisal, the value shall be the average of both appraisals, unless the two appraisals differ in value by more than 10%, in which case the two appraisers shall select a neutral third appraiser to appraise the asset, with the value then being the average of all three appraisals. Any appraisal more than 1 year old at the time assets are divided shall be deemed stale and not qualified to be used in the value calculation.

(ii) Division Process. Once the values are determined, each party shall be allocated value equal to the total value of the assets, multiplied by the percentage contribution for that party calculated pursuant to Section (3) above in effect as of the termination date.

(A) Exchange of List of Desired Assets. On a date mutually agreed to by the parties, or in the absence of an agreement on the date, on the last business day that is 90 days before the termination date, the parties shall meet to exchange a sealed list of assets that each party would like to receive, valued as appraised. The lists shall be separate for each department and shall not exceed the value allocated to each party for that department. All assets that are not sought by both parties shall be given to the requesting party as of the termination date. Any assets not requested by either party shall be divided by a panel pursuant to Section (7)(c)(ii)(C) below. If a party fails to participate in the meeting, that party shall be deemed to not have requested any of the assets and shall receive the assets not requested by the other party.

(B) Bidding to Resolve Mutually Requested Assets. For all assets that are requested by both parties, in the same meeting both parties' allocation value shall be reduced by value of assets that were acquired in Paragraph (7)(c)(ii)(A) above. The non-terminating party shall have first choice to select the first mutually requested asset. If they do not have enough allocated value to acquire their preferred first choice of these assets, they may release a previously selected asset to increase their allocated value. After the selection, the terminating party will have an option to select the next asset or assets up to a value that exceeds the value of the first asset acquired by the other. The non-terminating party would then follow in suit following the same alternating procedure until all the items have been allocated. If one party runs out of allocated value, they either stop selecting assets or ~~negotiate to~~ pay the other party to buy them out.

(C) Process to Divide Remaining Assets. For all assets not divided pursuant to Sections (7)(c)(ii)(A) and (B) above, each party shall identify a qualified, experienced, and neutral mediator located in Washington County, Utah to serve on a

division panel. Together, those selected individuals shall select a third qualified, experienced, neutral mediator to also serve on the division panel. Together the three mediators shall divide, in a binding manner, the division of all other assets, such that the parties shall each receive as close to their percentage value of the assets of each department as reasonably possible. In determining which remaining assets should go to which party, the panel shall consider the assets already received by each party so as to not leave one party without a certain type of asset if such asset is available and reasonably needed by the other party.

(iii) Alteration of Division Process. Nothing herein is intended to prohibit the parties from agreeing to alternative processes to appraise or divide the assets.

(98) Notice. All notices, requests, and communications required hereby shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to Ivins City:	Ivins City Attn: City Manager 85 N. Main St. Ivins, UT 84738
with a copy to:	Ivins City Attn: City Attorney 85 N. Main St. Ivins, UT 84738
If delivered to Santa Clara City:	Santa Clara City Attn: City Manager 2603 Santa Clara Dr. Santa Clara, UT 84765
with a copy to:	Santa Clara City Attn: City Attorney 2603 Santa Clara Dr. Santa Clara, UT 84765

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to

deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

(10~~9~~) **Execution.** By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on behalf of the entity which they represent, and (5) they intend to bind the entity which they represent to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

(11~~10~~) **Counterparts.** The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Electronic and other copies shall have the same force and effect as the original.

***

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

IVINS CITY

_____ By: _____
Date Kevin Smith, Mayor

Attested: By: _____
Kari Jimenez, City Recorder

Approved as to form: By: _____
Bryan Pack, City Attorney

SANTA CLARA CITY

_____ By: _____
Date Jarett Waite, Mayor

Attested: By: _____
Selena Nez, City Recorder

Approved as to form: By: _____
Matthew Ence, City Attorney

EXHIBIT A
Police Department Terms

Services

Ivins shall, within the territorial boundaries of both cities, including any areas annexed, and for the benefit of the people residing, visiting, and/or doing business in both cities, provide the following services through the Police Department:

- Enforcement of all state and county statutes and city ordinances that may be criminally prosecuted, whether punished by criminal penalty, fine or otherwise.
- Respond to all emergency calls that require police services in a prompt and professional manner.
- Investigations of all possible known criminal activities within the coverage area., as constrained by personnel and resources.
- Participate with regional law enforcement teams, such as the Washington County Drug Task Force, Washington County Metropolitan SWAT team, Utah Attorney General's Internet Crimes Against Children, U.S. Marshalls, and any other cooperative organizations as deemed appropriate.
- Provide crime prevention services, supplying necessary personnel, supplies and equipment to support community oriented policing, assisting businesses, neighborhood watch groups by suggesting crime prevention techniques and providing public education,
- Provide administrative services to support the police department such as human resources, financial services, media services including a public information official, dispatch, and records management as related to the operations of the department.
- Provide logistic services with necessary personnel, supplies and equipment to support property and evidence storage, security, communications, and fleet services.
- Provide special operations services with necessary personnel, supplies, and equipment.
- Provide training as deemed necessary to maintain minimum certifications and ensure that officers are skilled in proper policing techniques in accordance with Utah Peace Officer's Standards and Training Manuals.
- All other services historically provided by the Police Department during the existence of the original Law Enforcement Agreement.
- All other services agreed to by the parties.

Staffing

To facilitate the provision of such services, SCIP will have a goal to meet a staffing level with a minimum number of frontline and command personnel consistent with

current Utah law enforcement officer-to-population standards. The parties may adjust this staffing level at any time the parties agree.

Chief

Any hiring or firing of the police chief shall be done according to law and shall be made by Ivins. However, recognizing that the Ivins city council is the appointing body with full discretion, the process to hire the police chief shall use a recommending panel with the city manager and mayor of Santa Clara, or their designees, entitled to participate with the Ivins mayor and city manager and as many as two Ivins city council members, or their designees.

Operations/Reporting

The police chief shall report to the Ivins city manager, except that if Santa Clara lawfully declares an emergency the police chief shall report directly to the Santa Clara mayor as necessary to address the emergency within the boundaries of Santa Clara.

The police chief, or their designee, shall participate in all Santa Clara-based committees as requested by Santa Clara and shall present information to Santa Clara citizens as requested by Santa Clara.

All other employment and operational decisions shall be made by Ivins in its sole discretion; provided however that the police chief shall report monthly to the Santa Clara city council and shall respond to all inquiries from the Santa Clara mayor or city manager regarding the operations of the Police Department, including how complaints involving the Police Department are being or have been addressed and resolved.

The Ivins city manager shall also promptly respond to all inquiries from the Santa Clara mayor or city manager regarding how complaints involving the Police Department are being or have been addressed and resolved.

Resources

To further facilitate the provision of such services, Ivins shall provide support to the Police Department in the form of equipment, administrative staff, IT resources, HR staff, legal support, and financial staff support. Except for equipment and staff dedicated solely to the Police Department, the equipment and resources described in this paragraph shall not be included in the Police Department budget.

To the extent reasonably appropriate for the operations of the Police Department, each city shall provide facilities within its boundaries to house the Police Department and its services in each city. Such facilities shall not be included in the Police Department budget.

EXHIBIT B
Fire Department Terms

Services

Santa Clara shall, within the territorial boundaries of both cities, including any areas annexed, and for the benefit of the citizens residing, visiting, and/or doing business in both cities provide the following services through the Fire Department:

- Emergency response to all situations needing emergency fire suppression, rescue and/or medical treatment in a professional manner.
- Transport sick/ injured individuals to predesignated location (ED, Medical facility, etc)
- Participate with regional fire suppression and emergency response teams through wildland fire suppression and/or mutual aid agreements as deemed appropriate.
- Deploy to regional, state and federal wildland fires and other disasters as requested by local, state and federal partners
- Provide technician level response for extrication, high/low angle ropes, confined space, water and trench rescues within our response area.
- Provide training as deemed necessary to maintain minimum certification and ensure that firefighters are skilled in proper firefighting and EMS techniques in accordance with state and national standards
- Investigate fires within our response area to determine cause, origin and intent.
- Provide Fire Marshal services within the response area. Approval of subdivisions, building inspections, annual fire inspections and special event (fire and EMS) safety planning. Enforce city and fire codes as appropriate
- Provide fire prevention information to the communities. Participate in fire and EMS education to our citizens and specialized groups.
- All other services historically provided by the Fire Department during the existence of the original Fire/Rescue Agreement.
- All other services agreed to by the parties.

Staffing

To facilitate the provision of such services, Santa Clara shall maintain in the Fire Department a professional staff consisting of a minimum of 15 front line staff and 3 command staff.

To facilitate the provisions of such services, SCIFR will have a goal to meet NFPA 1710 standard for staffing at each fire station. NFPA 1710 requires four personnel on a Type I fire engine or ladder company, and two personnel on each transporting ambulance. It is acknowledged at the time of this contract that we do not currently meet this standard.

The parties may adjust this staffing level at any time the parties agree.

Chief

Any hiring or firing of fire chief shall be done according to law and shall be made by Santa Clara. However, recognizing that the Santa Clara city council is the appointing body with full discretion, the process to hire the fire chief shall use a recommending panel with the city manager and mayor of Ivins, or their designees, entitled to participate with the Santa Clara mayor and city manager and as many as two Santa Clara city council members, or their designees.

Operations/Reporting

The fire chief shall report to the Santa Clara city manager, except that if Ivins lawfully declares an emergency the fire chief shall report directly to the Ivins mayor as necessary to address the emergency within the boundaries of Ivins.

The fire chief, or their designee, shall participate in all Ivins-based committees as requested by Ivins and shall present information to Ivins citizens as requested by Ivins.

All other employment and operational decisions shall be made by Santa Clara in its sole discretion; provided however that the fire chief shall report monthly to the Ivins city council and shall respond to all inquiries from the Ivins mayor or city manager regarding the operations of the Fire Department, including how complaints about the Fire Department are being or have been addressed and resolved.

The Santa Clara city manager shall also promptly respond to all inquiries from the Ivins mayor or city manager regarding how complaints involving the Fire Department are being or have been addressed and resolved.

Resources

To further facilitate the provision of such services, Santa Clara shall provide support to the Fire Department in the form of equipment, administrative staff, IT resources, HR staff, legal support, and financial staff support. Except for equipment and staff dedicated solely to the Fire Department, the facilities and other resources described in this paragraph shall not be included in the Fire Department budget.

To the extent reasonably appropriate for the operations of the Fire Department, each city shall provide facilities within its boundaries to house the Fire Department and its services in each city. Such facilities shall not be included in the Fire Department budget.

EXHIBIT C

Miscellaneous Terms

1. **Indemnification.** The parties are governmental entities under the "Utah Governmental Immunity Act" {Utah Code Ann. §630-7-101, *el seq.)* (the **"Immunity Act")**. Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The parties do not waive any defenses otherwise available under the Immunity Act, nor does either party waive any limits of liability currently provided by the Immunity Act.

   Each party shall defend, indemnify, save and hold harmless the other (including its respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the operations of the department it controls, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the other party, or its respective elected or appointed officers or employees, including but not limited to claims that the ordinances, policies, or actions of the other party are unlawful or unconstitutional.

2. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this instrument that cannot be resolved by the parties voluntarily shall be decided by litigation in the Fifth Judicial District Court of Washington County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, both parties shall continue to operate their respective departments in good faith and payments shall continue to be made as required hereunder.

3. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this instrument and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

4. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

5. **Applicable Law.** The provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Utah.

6. **Integration.** This instrument constitutes the entire agreement between the Cities pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

7. **Time.** Time is of the essence hereof.

8. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this instrument and shall continue in full force and effect throughout the term of this instrument.

9. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this instrument or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party may, by notice delivered in the manner provided in this instrument, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other party. No waiver shall affect or alter the remainder of this instrument, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

10. **Rights and Remedies.** The rights and remedies of the patties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this instrument shall not preclude the exercise of any other provisions hereof.

11. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this instrument and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Exhibits.** All exhibits attached to this instrument are expressly made a part of this instrument as though completely set forth herein. All references to this instrument either in this instrument itself or in any of such writings, shall be deemed to refer to and include this instrument and all such exhibits and writings.

13. **Approval by Attorneys.** This instrument shall be submitted to the authorized attorneys for each of the Cities for approval in accordance with Utah Code Ann. §11-13-202.5.

14. **Amendment.** This instrument may not be amended or modified in any respect without the written consent of both parties. Promptly upon such consent, both parties shall mutually execute and deliver an amendment to this instrument. The amendment shall be effective upon this occurring.

15. **No Third-Party Beneficiaries.** This instrument is entered into by the patties solely for the benefit of the parties hereto. No obligation, benefit or rights are intended to be created or are created in any third party by execution hereof.

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