EXHIBIT C

(Public Safety Service Agreement)

PUBLIC SAFETY SERVICE AGREEMENT

This Public Safety Service Agreement ("Agreement") is entered into between **AMERICAN FORK CITY** ("American Fork"), a Utah Municipal Corporation, with an office located at 51 East Main Street, American Fork, Utah, 84003, and the **CITY OF CEDAR HILLS** ("Cedar Hills"), a Utah Municipal Corporation, with an office located at I 0246 N Canyon Road, Cedar Hills, Utah 84062.

RECITALS

WHEREAS, American Fork has provided law enforcement services to Cedar Hills under an Interlocal Cooperative Agreement dated October 28, 1998, and its subsequent amendments ("1998 Agreement");

WHEREAS, American Fork desires to continue providing law enforcement and animal control services to Cedar Hills; and

WHEREAS, American Fork desires to provide fire and EMS services to Cedar Hills; and

WHEREAS, the parties wish to enter into a new Interlocal Cooperative Agreement to include the following terms:

AGREEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions herein and for other good and valuable consideration, American Fork and Cedar Hills hereby covenant and agree as follows:

1. **American Fork Responsibilities**

1.1 American Fork agrees to provide all necessary and reasonable law enforcement services, animal control services, fire services and EMS services to Cedar Hills for the fiscal years of 2020 through fiscal year 2030.

1.2 American Fork will handle all police matters in Cedar Hills, including but not limited to providing Cedar Hills with access to any police reports and animal control reports pertinent to Cedar Hills; assuming all municipal law enforcement and animal control duties within the territorial and/or jurisdictional limits of Cedar Hills; providing preventative patrol and investigative services and NOVA instruction; and other related services pursuant to established practice.

1.3 American Fork will handle all fire and EMS service calls in Cedar Hills, including but not limited to fire suppression, fire prevention, fire education, specialized responses and shall provide Cedar Hills with access to any fire and EMS reports and documents pertinent to Cedar Hills; assume all fire and EMS services within the territorial and/or jurisdictional limits of Cedar Hills; and other related services pursuant to standard practice.

2. **Cedar Hills Responsibilities**

2.1 Cedar Hills agrees to pay American Fork $689,700.00 (" Fire Contract Amount") from the dates of July 1, 2019 to June 30, 2020 for fire and EMS services. The amount shall constitute a baseline contract amount and shall include the use and occupancy of the Cedar Hills fire station located at 3925 West Cedar Hills Drive, Cedar Hills Utah. Cedar Hills shall be responsible to maintain, repair, or improve said station including building and premises as necessary for the operation of fire and EMS services. The amount shall be adjusted in accordance with Paragraph 3 of this agreement.

2.2 It is the intention of American Fork to construct a new public safety building along the North County Blvd. corridor or proximity. At such time that the new facility is constructed and occupied by American Fork, and occupancy of the Cedar Hills station by American Fork ceases, the baseline contract amount shall be $749,700 or as adjusted in accordance with Paragraph 3 of this agreement.

2.3 Cedar Hills agrees to pay American Fork $533,858.00 ("Police Contract Amount") from the dates of July 1, 2019 to June 30, 2020 for police services. The amount shall be adjusted in accordance with Paragraph 3 of this agreement.

3. **Automatic Renewal and Inflation Adjustment**

3 .1 This Agreement shall renew automatically every 12 months unless written notice is given by either party no later than 180 days prior to the renewal date. The notice shall state the party's intent to terminate this Agreement. The first renewal date following the execution of this Agreement shall be July 1, 2020, and subsequent renewal dates shall fall on the first day of each fiscal year thereafter (July 1, 2021, then July 1, 2022, etc.) for a period of 10 years.

3.2 The Contract Amount listed in section 2.1 or 2.2 as applicable, and section 2.3, and paid to American Fork by Cedar Hills shall automatically increase each renewal period, every 12 months, by TWO PERCENT (2 %).

3.3 Prior to the end of fiscal year 2024, American Fork and Cedar Hills agree to evaluate said contract amounts and if necessary adjust for cost increases not anticipated in the initial term. Any adjustment shall be considered and approved by both parties.

4. **Status as Independent Contractor**

The parties enter into this Agreement at arms' length. American Fork shall at all times be considered an independent contractor for all purposes under this Agreement, including the performance of all responsibilities identified under Section 1. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the parties.
Neither party shall hold itself out as the representative or agent of the other party. Neither party has the right to exercise any control over the other party, its employees, its Officers or its agents, and neither party shall seek such right. American Fork, its employees, and Officers assigned to Cedar Hills shall not be deemed employees or joint employees of Cedar Hills for any purpose. American Fork retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties.

American Fork is responsible for instructing and training its Officers consistent with this Agreement. American Fork shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither party nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability and unemployment that the other party may provide to its employees. It is understood that Cedar Hills will not provide and shall not be responsible for worker's compensation coverage for American Fork or any Officer. Responsibility for providing such coverage remains solely with American Fork. When rendering Services at the Facilities, Officers act solely as the agents of American Fork.

5. **Screening and Qualifications of Officers**
American Fork warrants and represents that each Officer who shall provide services under this Agreement shall meet all requirements for service as a law enforcement officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officer is licensed.

6. **Legal Compliance**
American Fork represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. American Fork warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. American Fork warrants specifically that it shall be responsible exclusively for, and, in accordance with the law, shall pay to its employees and Officers all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If American Fork materially breaches this section due to a finding by a court or governmental authority, Cedar Hills may, in its sole discretion, terminate this Agreement immediately.

7. **Release of Liability**
Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of this Agreement.

8. **Non-exclusivity**
This Agreement is non-exclusive between the parties. Each party has the right to enter into similar relationships with any other entities.

9. **No Third-Party Beneficiaries**
Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.

10. **Assignment**
This Agreement shall inure to the benefit of the parties' respective successors, heirs, and assigns.

11. **Headings**
The headings of this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

12. Governing Law
This Agreement shall be subject to and interpreted under the laws of the State of Utah.

13. Severability of Provisions
In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, that provision shall be enforced to the fullest extent permitted by law, and the enforceability of the remaining provisions shall be unimpaired.

14. Integration and 1998 Agreement
This Agreement is the complete understanding of the parties with respect to its subject matter and supersedes any and all prior oral or written communications, agreements, understandings, or representations relating to the same. The 1998 Agreement shall terminate on June 30, 2019 at midnight, and neither party shall have any further obligations under the 1998 Agreement, except that Cedar Hills shall remain liable for any amounts still owed at midnight on June 30, 2019 under the 1998 Agreement.

15. Waiver
The waiver of any breach of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be construed as a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, the parties so named cause this Agreement to be executed themselves or by their duly authorized representatives on the dates set forth below and specify the Agreement to be effective on the date this Agreement is executed.

AMERICAN FORK CITY:

Bradley J. Frost, Mayor

Date:

Attest:

APPROVED AS TO FORM:

Tim Merrill
Hansen Wright

CEDAR HILLS CITY:

Jenney Rees, Mayor

Date:

Attest:

Joel Wright
Kirkton & McKonkie

City of Cedar Hills State of Utah