

POLICE SERVICE AGREEMENT

This Police 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 10246 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;

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

WHEREAS, the parties wish to amend the 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 and animal control services to Cedar Hills for the fiscal years of 2016 and 2017.
- 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.

2. Cedar Hills Responsibilities

- 2.1 Cedar Hills agrees to pay American Fork \$801,535.94 (“Contract Amount”) from the dates of July 1, 2015 to June 30, 2017.

3. Automatic Renewal and Inflation Adjustment

- 3.1 This Agreement shall renew automatically every 24 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, 2017, and subsequent renewal dates shall fall on the first day of every other fiscal year thereafter (July 1, 2019, then July 1, 2021, etc.).

- 3.2 The Contract Amount listed in 2.1 paid to American Fork by Cedar Hills shall automatically increase each renewal period, every 24 months, by THREE AND ONE-HALF PERCENT (3 ½ %).
4. **Assignment.** This Agreement shall inure to the benefit of the parties' respective successors, heirs, and assigns.
 5. **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.
 6. **Governing Law.** This Agreement shall be subject to and interpreted under the laws of the state of Utah.
 7. **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.
 8. **Integration.** 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.
 9. **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.

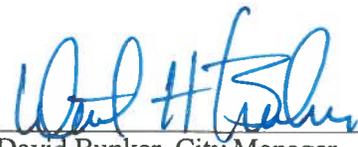
IN WITNESS WHEREOF, the parties so named cause this Agreement to be executed themselves or by their duly authorized representatives on the dates set forth below and specify the Agreement to be effective on the date this Agreement is executed.

AMERICAN FORK CITY:

CEDAR HILLS CITY:



 James H. Hadfield, Mayor



 David Bunker, City Manager

Date:

Date: 7-1-2015

Attest:

Attest:





