NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the Herriman City Council Chambers, located at 5355 West Herriman Main Street, Herriman, Utah.

8:00 PM - SPECIAL MEETING: (or as soon after as practical)
1. Call to Order
   1.1. Approval of the January 10, 2018 and January 24, 2018 HCSEA meeting minutes

2. Discussion and Action Items
   2.1. Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between the Herriman City Safety Enforcement Area and Herriman City – John Brems, City Attorney

3. Adjournment
The following are the minutes of the Special Herriman City Safety Enforcement Area. The meeting was held on Wednesday, January 10, 2018 at 8:00 p.m. in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in City Hall, on the City’s website, and delivered to members of the Council, media, and interested citizens.

Presiding: Chair Jared Henderson

Trustees Present: Nicole Martin, Sherrie Ohrn, Clint Smith, and David Watts

Staff Present: City Manager Brett geo. Wood, Assistant City Manager Gordon Haight, City Recorder Jackie Nostrom, Director of Administration and Communications Tami Moody, Finance Director Alan Rae, Parks and Recreation Director Wendy Thomas, City Engineer Blake Thomas, Unified Fire Chief Riley Pilgrim, Deputy Chief of Police Services Troy Carr, Chief Building Official Cathryn Nelson, City Planner Michael Maloy, Assistant City Planner Bryn McCarty, and Communications Specialist Destiny Skinner.

8:00 PM: (Or as soon as Possible Thereafter)

1. Call to Order

The Herriman City Safety Enforcement Area was called to order at 9:27 p.m.

1.1. Oath of Office for the Board of Trustees for the Herriman City Safety Enforcement Area

City Recorder Jackie Nostrom conducted the Oath of Office Ceremony for the Herriman City Safety Enforcement Area Board of Trustees.

1.2. Election for the Chair and Vice Chair for the Herriman City Safety Enforcement Area

Trustee Clint Smith explained the entity created would deal with Law Enforcement services tying the operations to the Unified Police Department (UPD) and recommended the UPD Board Representative Jared Henderson should be the chair. The board representative would be able to communicate back to the UPD and would be aware of what issues the board has been faced with. Trustee Nicole Martin agreed to the recommendation and the
institutional knowledge that came with the recommendation. She noted the roles could be changed in the future if desired and recommended Trustee David Watts to be nominated for the vice chair. Trustee Watts concurred with the recommendation.

Trustee Smith moved to nominate Trustee Jared Henderson as the Chair and Trustee David Watts as the Vice Chair of the Herriman City Safety Enforcement Area Board. Trustee Martin seconded the motion, and all voted aye.

2. Discussion and Action Items

2.1. Discussion and consideration of a resolution appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, District Clerk, District Treasurer, and Legal Counsel – John Brems, City Attorney

City Attorney John Brems presented the resolution appointing various officers to the Council and offered recommendations for each position.

Trustee Watts moved to approve Resolution No. R18-01 Appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, District Clerk, District Treasurer, and Legal Counsel for the Herriman City Safety Enforcement Area. Trustee Smith seconded the motion.

The vote is recorded as follows:

Chair Jared Henderson: Aye
Trustee Nicole Martin: Aye
Trustee Sherrie Ohrn: Aye
Trustee Clint Smith: Aye
Trustee David Watts: Aye

The motion passed unanimously.

2.2. Discussion and consideration of a Resolution to establish the amount of Bond for the Faithful Performance of the Member’s Duties – John Brems, City Attorney

City Attorney Brems explained this resolution would establish a bond for the performance of the duties of the board and recommended the amount be set at $10,000.

Trustee Martin moved to approve Resolution No. R18-02 establishing the amount of bond for Faithful Performance of the Member’s Duties in the Amount of $10,000. Trustee Smith seconded the motion.

The vote is recorded as follows:

Chair Jared Henderson: Aye
Trustee Nicole Martin: Aye
Trustee Sherrie Ohrn: Aye
Trustee Clint Smith: Aye
Trustee David Watts: Aye

The motion passed unanimously.
2.3. Discussion and consideration of a Resolution to establish the Place of District Office – John Brems, City Attorney

City Attorney John Brems indicated the Board of Trustees is required to establish the place of the District Offices. He recommended the District Offices be located at Herriman City Hall, 5355 West Herriman Main Street.

Trustee Ohrn moved to approve Resolution No. R18-03 establishing the place of District Offices. Trustee Watts seconded the motion.

The vote is recorded as follows:

Chair Jared Henderson    Aye
Trustee Nicole Martin     Aye
Trustee Sherrie Ohrn      Aye
Trustee Clint Smith       Aye
Trustee David Watts       Aye

The motion passed unanimously.

2.4. Discussion and Consideration of a resolution acknowledging receipt of a tentative budget and tentatively adopting the tentative budget pursuant to the requirements of Utah Code Ann. §17B-1-601 for the Fiscal Year Beginning January 1, 2018, and ending June 30, 2018 – Alan Rae, Finance Director

Finance Director Alan Rae presented the Tentative Budget for the Herriman City Safety Enforcement Area (HCSEA) for the fiscal year beginning January 1, 2018 and ending June 30, 2018. He reviewed the budget calendar for the public hearing and budget adoption. The 2018 notice of property valuation and tax change sent by the County Auditor would be distributed in July with additional noticing to the residents of a public hearing regarding the tax change. The public hearing and adoption of the budget and tax rate would have to be completed prior to August 17, 2018.

The tentative budget presented would only cover a partial year since the HCSEA will operate using a July 1 through June 30 fiscal year. The budget would include only funding borrowed from Herriman City. The HCSEA may not encumber or expend any money unless the expenditure has been included in an approved budget. The money borrowed from Herriman City would be repaid in December 2018 and January 2019 when HCSEA property taxes have been collected. The 2018-2019 budget would be adopted prior to August 17 after a public hearing regarding the adoption of the tax rate has been conducted. Every year thereafter, the HCSEA would follow the same budget calendar as Herriman City.

Trustee Smith informed the public this entity had been created to have direct control to add additional allocations as deemed necessary instead of having to justify the request. Police Chief Carr relayed his goal to have three officers for each shift for safety purposes. The goal would help maintain coverage within the community. Trustee Watts observed a discrepancy in the equipment budget item and needed to be adjusted. This was confirmed.

Trustee Watts moved to approve Resolution No. R18-04 acknowledging receipt of a tentative budget and tentatively adopting the tentative budget for the fiscal year beginning January 1, 2018 and ending June 30, 2018 with the included revision reducing the equipment budget by $5,000. Trustee Smith seconded the motion.
January 10, 2018 – Special Herriman City Safety Enforcement Area Minutes

The vote was recorded as follows:

Chair Jared Henderson    Aye
Trustee Nicole Martin    Aye
Trustee Sherrie Ohrn    Aye
Trustee Clint Smith    Aye
Trustee David Watts    Aye

The motion passed unanimously.

3. Adjournment

Trustee Smith moved to adjourn the Herriman City Safety Enforcement Area meeting at 9:59 p.m. Trustee Martin seconded the motion, and all voted aye.

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 10, 2018. This document constitutes the official minutes for the Herriman City Safety Enforcement Service Area Meeting.

Jackie Nostrom, MMC
City Recorder
The following are the minutes of the Special Herriman City Safety Enforcement Area. The meeting was held on **Wednesday, January 24, 2018 at 8:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in City Hall, on the City’s website, and delivered to members of the Council, media, and interested citizens.

**Presiding:** Chair Jared Henderson

**Trustees Present:** Nicole Martin, Sherrie Ohrn, Clint Smith, and David Watts

**Staff Present:** City Manager Brett geo. Wood, Assistant City Manager Gordon Haight, City Recorder Jackie Nostrom, Director of Administration and Communications Tami Moody, Finance Director Alan Rae, Parks and Recreation Director Wendy Thomas, City Engineer Blake Thomas, Unified Fire Chief Riley Pilgrim, Deputy Chief of Police Services Troy Carr, Chief Building Official Cathryn Nelson, City Planner Michael Maloy, Assistant City Planner Bryn McCarty, and Communications Specialist Destiny Skinner.

**7:00 PM - SPECIAL MEETING:**

1. **Call to Order**

Chair Jared Henderson called the meeting to order at 7:07 p.m.

2. **Public Hearing**

   2.1. **Public Hearing and consideration of the 2018 Herriman City Safety Enforcement Area Budget** – Alan Rae, Finance Director

Finance Director Alan Rae presented the final budget for the Herriman City Safety Enforcement Area Budget on schedule to conduct a public hearing and adoption. Budgeting to receive monies from SLVLESA. UPD requested additional funds for additional traffic enforcement. He noted this would be on for a public hearing and recommended approval of the budget.

Chair Henderson opened the Public Hearing.
No comments were offered.

Trustee Smith moved to close the public hearing. Trustee Watts seconded the motion and all voted aye.

Chair Henderson informed the audience this entity was created to have funding for law enforcement services to be paid into the Herriman City Safety Enforcement Service Area taxing district rather than utilizing the Salt Lake Valley Law Enforcement Service Area taxing district. Trustee Martin acknowledged the importance of local control for public safety services. Chair Henderson indicated the Board would receive funds as approved in the previous board meeting and would go through the truth in taxation process later this year.

Trustee Watts moved to approve Resolution No. R18-05 adopting the final budget for the fiscal year beginning January 1, 2018 and ending June 30, 2018. Trustee Martin seconded the motion.

The vote was recorded as follows:

Chair Jared Henderson    Aye
Trustee Nicole Martin    Aye
Trustee Sherrie Ohrn    Aye
Trustee Clint Smith    Aye
Trustee David Watts    Aye

The motion passed unanimously.

3. Discussion and Action Items

3.1. Discussion and consideration of the Herriman City Safety Enforcement Area Policies and Procedures – John Brems, City Attorney

City Attorney John Brems outlined the Herriman City Safety Enforcement Area Policies and Procedures and recommended approval.

Trustee Smith moved to approve Resolution No. R18-06 approving the Herriman City Safety Enforcement Area Policies and Procedures. Trustee Martin seconded the motion.

The vote was recorded as follows:

Chair Jared Henderson    Aye
Trustee Nicole Martin    Aye
Trustee Sherrie Ohrn    Aye
Trustee Clint Smith    Aye
Trustee David Watts    Aye

The motion passed unanimously.

4. Adjournment

Trustee Watts moved to adjourn the Herriman City Safety Enforcement Area meeting at 7:15 p.m. Trustee Smith seconded the motion, and all voted aye.
I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 24, 2018. This document constitutes the official minutes for the Herriman City Safety Enforcement Service Area Meeting.

Jackie Nostrom, MMC
City Recorder
DATE: February 8, 2018

TO: The Honorable Mayor and City Council

FROM: John Brems, City Attorney

SUBJECT: Approval of an Interlocal Cooperative Agreement between Herriman City Safety Enforcement Area and Herriman City

RECOMMENDATION:
Approval of the Interlocal Cooperative Agreement between Herriman City Safety Enforcement Area and Herriman City.

DISCUSSION:
This Interlocal identifies services to be provided to the Herriman City Safety Enforcement Area from Herriman City which notates the compensation amounts for each service.
HERRIMAN CITY SAFETY ENFORCEMENT AREA

RESOLUTION ______

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN HERRIMAN CITY SAFETY ENFORCEMENT AREA AND HERRIMAN CITY

WHEREAS, the Board of Trustees of the Herriman City Safety and Herriman City met in regular meeting on February ____, 2018, to consider, among other things, approving an Interlocal Agreement between the Herriman City Safety Enforcement Area and Herriman City; and

WHEREAS, Herriman City (the “City”) and the Herriman City Safety Enforcement Area (“HCSEA”) are “public agencies” as defined in the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”) and, as such, are authorized by the Cooperation Act to enter into an interlocal cooperation agreement pursuant to which the City will provide services to HCSEA and the Parties will act jointly and cooperatively; and

WHEREAS, HCSEA desires to enter into the Interlocal Agreement, a copy of which is attached hereto (“Interlocal Agreement”) pursuant to which the City may provide certain services, including funding services, to HCSEA and HCSEA will pay for the services, all as provided in the Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE HERRIMAN CITY SAFETY ENFORCEMENT AREA AS FOLLOWS:

1. That the Interlocal Agreement between the City and HCSEA be and is approved in the form attached hereto and that the Chair of the Board of HCSEA is authorized and directed to execute and deliver the same.

2. That the Interlocal Agreement will become effective when and as stated in the Interlocal Agreement but this Resolution shall be effective immediately upon its passage.

ADOPTED BY THE BOARD OF TRUSTEES OF THE HERRIMAN CITY SAFETY ENFORCEMENT AREA this ____ day of __________, 2018.

_______________________________________
Chair

ATTEST:

_______________________________________
Clerk
ATTACHMENT “A”
INTERLOCAL AGREEMENT
INTERLOCAL COOPERATION AGREEMENT
Between
HERRIMAN CITY SAFETY ENFORCEMENT AREA
And
HERRIMAN CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and executed this _____ day of February, 2018, by the between the HERRIMAN CITY SAFETY ENFORCEMENT AREA, a local district of the State of Utah (“HCSEA”) and HERRIMAN CITY, a municipal corporation of the State of Utah (“City”). HCSEA and City are referred collectively to as the “Parties”.

RECITALS

A. Utah Code Ann. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as Utah Code Ann. § 11-13-101, et seq.) (the “Act”) provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. The HCSEA and the City are public agencies for purposes of the Act.

C. Utah Code Ann. 17B-1-308(2) provides that the City shall charge HCSEA, and HCSEA shall pay to the City, a reasonable amount for City facilities that HCSEA uses and the services that the City renders to HCSEA.

D. HCSEA is in need of various services identified below.

E. The City has the ability and capacity to provide these services to HCSEA.

F. The purpose of this Agreement is to identify the services provided to HCSEA by the City and memorialize the Parties’ agreement with respect to the reasonable amount the City changes for these services.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Identification of Services:

   (a) General. The City agrees to timely provide the following services to HCSEA: (a) posting and public notice services, (b) fiscal and clerk services, (c) facility services, (d) management services, (e) treasurer services, (f) record taking and keeping services, (g) independent auditor services (based on single audit rules), and (h) legal services (collectively the “Services”). In addition, City agrees to advance funds to HCSEA or incur and/or pay obligations on behalf of HCSEA for HCSEA’s creation, operations, and ongoing obligations (“Funding
Services”). The City shall provide the Services in a professional, reasonable, and responsive manner in compliance with all applicable laws, ordinances, rules and regulations, requirements, and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of City personnel, and any other matters incidental to providing the Services shall remain with the City. The City agrees that its provision of the Services pursuant to this Agreement includes the use of City personnel, equipment, buildings, supplies, assets, and support services necessary to provide such Services, as set forth herein. Except as otherwise specifically provided in this Agreement, the City and HCSEA acknowledge and agree that the HCSEA Board of Trustees shall retain all policy decision-making authority with regard to the type, scope, and quality of the Services provided under this Agreement. The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts and available funds.

(b) **Clerical Staff.** The City shall provide one or more City staff members to perform clerical and administrative duties for HCSEA, including taking and preparing HCSEA board meeting minutes and any other duties determined by HCSEA and the City to be necessary or useful.

(c) **Website.** During the Term of this Agreement, the City shall host or arrange for hosting services of the HCSEA website and e-mail server, if applicable.

(d) **Office and Meeting Space.** The City will provide such office space as may be needed by HCSEA, including furniture, computer, telephone, and a telephone number and line as necessary or appropriate. Additionally, the City will provide a meeting space for HCSEA board meetings and public hearings, free of charge. The Parties are responsible for coordinating available days and times for use of the meeting space. The City shall at all times retain management authority and control over its buildings and assets used in the performance of Services under this Agreement. The responsibility to insure, maintain, and repair the buildings and assets shall at all times remain the obligation solely of the City.

(e) **Grant Services.** The City will be responsible for applying for and administering grants that may be available for use by HCSEA, with the direct costs incurred by the City in administering the grants to be repaid by HCSEA.

(f) **Insurance and Bonding.** Until the Parties agree otherwise, the City shall be responsible for acquiring all bonding and insurance required and necessary for HCSEA and its Trustees, the cost of which shall be repaid by HCSEA.

(g) **Use of City Personnel; Independent Contractors.** In performing the Services, the City shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of the subject Service in compliance with all requirements of the Americans with Disabilities Act and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the City and as
directed by HCSEA. As provided herein, the Services shall be provided and supervised by City employees. City employees shall remain City employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of City employment. Except as specifically provided herein, HCSEA shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder. The relationship of the City, and of any City employee, with HCSEA under this Agreement shall be that of an independent contractor. The City has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, workers’ compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between HCSEA and the City, or the City’s employees, of employer and employee, partners, or joint ventures. Should HCSEA have any criticism, concern, or recommendation regarding any City employee, specifically or generally, HCSEA may raise it directly with the head of the City department or division under which the employee operates. The City shall diligently and appropriately address any issue raised by HCSEA.

2. Consideration

HCSEA shall pay to City for the Services the amounts and/or at the rates set forth in attached Exhibit “A.” Unless the Parties agree to a different payment schedule, payments will be made once each year, in arrears, for Services provided during the prior twelve (12) month period. On or before January 15 of each year, City shall send to HCSEA an invoice for the Services performed during the prior twelve (12) month period, which HCSEA agrees to pay within thirty (30) days after receipt of the invoice. All unpaid amounts for the Services shall bear interest from the due date thereof to the date of payment at a rate of six percent (6%) per annum. HCSEA shall repay the City for the Funding Services pursuant to the schedule set forth in attached Exhibit “B.” The Parties acknowledge and agree that the consideration for the Services and Funding Services is reasonable as that term is used Utah Code Ann. 17B-1-308(2).

3. Duration and Termination

This Agreement shall take effect upon the last to occur of the events stated in paragraph 5 below and, unless terminated earlier as provided in this Agreement, shall terminate on the earlier of (a) 50 years after the date of this Agreement (which may be earlier than the effective date), (b) one (1) year after HCSEA has fully paid or otherwise discharged all of its indebtedness and obligations to the City hereunder, or (c) on a date which is mutually agreed to in writing by the Parties.

4. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:
(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of HCSEA’s designee and the City’s designee, as constituted from time-to-time. Although it is not anticipated that voting will be required, to the extent that voting is required, voting shall be on the basis of one vote per Party, and not weighted.

(c) **Budgeting.** HCSEA shall be responsible for formulating and approving its annual budget and the City shall be responsible for formulating and approving its annual budget.

(d) **Attorney Review.** This Agreement has been reviewed as to proper form and compliance with applicable law by the authorized attorneys for HCSEA and the City in accordance with Utah Code Ann. § 11-13-202.5.

(e) **Filing.** Since this Agreement cannot take effect under the Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party pursuant to Utah Code Ann. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** No real or personal property will be acquired, held or disposed of or used in a joint or cooperative undertaking. Consequently, each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement, including the mutual termination of any Service to be provided hereunder.

(g) **Binding Effect.** Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Act, which failure would cause this Agreement to fail to be effective under the Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Act.

5. **Effective Date.** This Agreement shall be effective upon the last of the following events to occur (but with retroactive application to the date stated in the introductory paragraph on page 1 above if that date is earlier): (i) approval of the Agreement as provided in Utah Code Ann. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing the City and an attorney representing HCSEA for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.

6. **Insurance.** The City shall be responsible for insuring all of its employees, buildings and assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker’s compensation insurance, motor vehicle liability coverage for
owned and non-owned vehicles, and umbrella liability insurance, for the benefit of both the City and HCSEA, in such amounts as may be prudent or legally required to protect against any and every risk, loss, cost, damage and/or liability respecting the provision of the Services, the City’s employees, and the City’s buildings and assets as referenced above, etc. Notwithstanding the foregoing, HCSEA acknowledges that the City may be self-insured as deemed prudent by the City Council. HCSEA may carry such additional insurance as may be deemed prudent by the HCSEA Board of Trustees.

7. **Non-Funding.** HCSEA and the City both operate pursuant to a July 1 to June 30 fiscal year. The Parties acknowledge that the obligation of either Party to perform as provided in this Agreement is conditioned and dependent upon the appropriation of funds required for any payment due hereunder or to finance the provision of any Service as provided in this Agreement. Each Party’s obligation beyond the end of any fiscal year during the term of this Agreement is contingent upon funds being appropriated annually for payments due for the provision of the Services to be provided under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement then, unless the Parties mutually agree in writing to reduced Services and/or to reduced payments that are in line with available and budgeted funding, this Agreement shall create no obligation on either Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds are not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those reduced Service(s) and/or portions of payments required to perform hereunder as agreed upon by the Parties for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charge of any kind whatsoever to the Parties, and no right or action for damages or other relief shall accrue to the benefit of the other Party to this Agreement.

8. **General Provisions.** The following provisions are also integral parts of this Agreement:

   (a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

   (b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

   (c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

   (d) **Severability.** The provisions of this Agreement are severable and, should any provision hereof be held to be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect any other provision of this Agreement.
(e) **Waiver of Breach.** Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) **Time of Essence.** Time is the essence in this Agreement.

(i) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. All paragraph and subparagraph titles and captions herein are for convenience only. Such titles and captions shall not be deemed to be part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.

(j) **Notice.** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) **Exhibits and Recitals.** The Recitals set forth above and all Exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth in their entirety within the body of this Agreement.

(l) **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act, **Utah Code Ann. § 63G-7-101, et seq.** (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and/or any other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and/or any other applicable law.

(m) **Disclosure and Waiver of Conflict.** In connection with the preparation of this Agreement, the City and the HCSEA acknowledge that: (i) the attorneys that prepared this Agreement cooperated and acted as legal counsel to the City with respect to the creation of HCSEA; and (ii) the City and HCSEA are hereby advised that the interests of the City and of
HCSEA may be opposed to each other and, accordingly, the attorneys’ representation of the City and HCSEA may not be in the best interests of the City and/or HCSEA. Notwithstanding the foregoing, the City and the HCSEA (i) desire the attorneys to represent the City and HCSEA, respectively, with respect to the preparation of this Agreement; and (ii) jointly and severally forever waive and release any and all claims that the attorneys’ representation of the City and/or HCSEA constitutes a conflict of interest.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals, if applicable, as of the day and year first above written.

HERRIMAN CITY SAFETY ENFORCEMENT AREA

By ________________________________
Jared Henderson, Chair

Approved as to Form and Compliance with Applicable Law:

By ________________________________
Mark H. Anderson
Attorney for HCSEA

ATTEST:

_________________________________________________________, Clerk

HERRIMAN CITY

By ________________________________
Brett geo Wood, City Manager

ATTEST:

By ________________________________
Jackie Nostrom MMC City Recorder
Approved as to Form and Compliance with Applicable Law:

By ___________________________________
John N. Brems, Attorney for Herriman City
Date _____________________________
Exhibit A

- $10,000 for administrative

- $7,500 for legal
Exhibit B

- All amount due pursuant to this provision shall accrue interest at rate equal to the average PTIF rate for the year plus 2% and be amortized over 10 years

4810-4650-4028, v. 4