



## WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, February 24, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

### A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Lang
4. Approval of Minutes:

- A. February 10, 2026

5. Public Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the*

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

*comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)*

6. Consent Agenda:

- A. 26-19: Approve an Executive Order to Amend the Personnel Policies and Procedures Manual
- B. 26-20: Approve the Purchase of Email Security Software and Services
- C. 26-21: Approve a Franchise Agreement Between Emery Telcom and West Valley City for a Telecommunications Network in the City

7. Motion for Closed Session (if necessary)

8. Adjourn



**WEST VALLEY CITY**  
City Council Regular Meeting Minutes  
February 10, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, FEBRUARY 10, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2  
William Whetstone, Councilmember District 3  
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, Assistant City Manager  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief  
John Evans, Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
Coby Wilson, Acting Public Works Director  
Jamie Young, Parks and Recreation Director  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Craig Thomas, Community and Culture Director  
Paula Melgar, HR Director  
Tumi Young, Chief Code Enforcement Officer  
Travis Crosby, IT

**OPENING CEREMONY- WILL WHETSTONE**

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Councilmember Will Whetstone introduced member if the Cyprus High Choir and asked members of the Council, staff, and audience to rise as they performed the National Anthem.

### APPROVAL OF MINUTES OF REGULAR MEETING HELD JANUARY 27, 2026

The Council considered the Minutes of the Regular Meeting held January 27, 2026. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held January 27, 2026. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

### PUBLIC COMMENT PERIOD

Dan Bell addressed the Council regarding recent pricing changes at Stonebridge and Ridge Golf Courses, focusing on three issues: the walking rates for the Players Pass, the city's role in setting public golf course rates, and the added credit card fee. He noted that weekend walking rates were raised from \$20 to \$50—matching the cost of a cart—which he argued is unusual in the industry since walking has lower operational costs and health benefits. He suggested adjusting the weekend walking rate to \$30 and mid-week to \$25 to maintain a meaningful discount. Dan emphasized that, as municipal courses funded by public dollars, Stonebridge and Ridge should balance revenue with affordability, community health, and access. He highlighted that these are the only public golf courses in West Valley City, creating a near-monopoly where price increases are not constrained by competition, and requested that future rate adjustments be intentional, transparent, and communicated to the public. Finally, he raised concern about the new 3% credit card fee on rounds costing \$50–\$75, suggesting it is excessive for a city facility. He proposed either removing the fee or offering a cash/debit discount and encouraged transparency on how additional revenue would be invested to support the courses.

Tiffany Andersson spoke to the Council about two main concerns affecting her neighborhood. First, she highlighted an increase in marijuana smoke infiltrating homes since 2020, often waking residents in the middle of the night or disturbing them early in the morning. She emphasized that while some residents may have medical marijuana rights, the smell from illegal use has become pervasive, sometimes causing nausea and discomfort even with windows closed. Tiffany expressed frustration that law enforcement is often limited in what they can do and asked what the city is doing to educate the community about proper use, the law, and the health impacts, noting that initiatives like the Kearns Coalition focus on education in other areas. Second, she raised concerns about mini dirt bikes riding on canal roads, main roads, and walkways, creating safety and nuisance issues. She framed both issues as quality-of-life concerns that are making her neighborhood less pleasant and more frustrating to live in.

Susann Andersson addressed the Council regarding the growing issue of marijuana smoke in West Valley City. She explained that, through her work with the Kearns Coalition, she has observed that the problem often stems from normalization at home—youth report that exposure primarily comes from family, not school, and adults in the community are also contributing. She noted confusion about medical marijuana laws, emphasizing that even those with medical cards are often unaware of the strict limits on where and how they can use it. Susann described the issue as widespread in her neighborhood, with smoke noticeable as early as 4 a.m. and from multiple directions, often permeating homes through windows. She stressed that the odor, often mistaken for skunk, is clearly marijuana and is much more prevalent than occasional incidental smells. She thanked the Council for the opportunity to speak and wanted to raise awareness that this is a significant public health and quality-of-life issue in West Valley City.

Kimberly Sears, friend and neighbor of Tom Huynh, spoke about concerns with Stonebridge and Ridge Golf Courses. She highlighted that City Council members receive free golf passes, which she felt could be a conflict of interest, noting that in other municipalities, gifts exceeding a certain value must be declined or turned over to the City. She also raised the point that the golf courses are subsidized by the city at significant cost, and suggested that those funds might be better spent on amenities accessible to a broader portion of the community, such as the Family Fitness Center, public events, and parks, which benefit more residents than golf.

Mayor Lang requested that Ifo address the 3% golf fee rate. Ifo explained that the intent of the credit card fee and recent increases was primarily to cover costs, but acknowledged that the city has discussed ways to absorb those costs differently. He committed to looking into it further and developing a solution. Additionally, Ifo stated that he will ensure the Police Department patrol the area where the residents were concerned about the smell of marijuana.

Councilmember Whetstone requested a communication item regarding the City's legal authority regarding any odors that impact neighborhoods, not just marijuana, and what the City is legally able to do to address them.

#### **PUBLIC HEARINGS**

**A. ACCEPT PUBLIC INPUT REGARDING TOTAL COMPENSATION INCREASE OF MUNICIPAL EXECUTIVE OFFICERS FOR FISCAL YEAR 2025-2026**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public comments regarding total Compensation Increase of Municipal Executive Officers for Fiscal Year 2025-2026.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

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**B. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-8-2025, FILED BY WADSWORTH DEVELOPMENT GROUP, REQUESTING A ZONE CHANGE FROM LI (LIGHT INDUSTRIAL) TO M (MANUFACTURING) FOR PROPERTY LOCATED AT 5750 WEST 2300 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public comments regarding application Z-8-2025, Filed by Wadsworth Development Group, Requesting a Zone Change from LI (Light Industrial) to M (Manufacturing) for Property Located at 5750 West 2300 South.

Written documentation previously provided to the City Council included information as follows:

The applicant is proposing to develop a new headquarters for Kingbee Vans on the subject site. This would include shop space for the upfit of vans and light commercial vehicles within the facility as well as secure outdoor parking for new vans stored on-site.

There are three reasons the applicant is requesting this zone change. The first is to allow outside storage of new vans on the site. The LI zone prohibits outside storage while the M zone allows it. The second reason for the zone change is to allow auto service use as the primary use, which in this case is vehicle upfitting. The LI zone includes the following provision: “Automobile Service shall only be allowed as a Use that is incidental to a Permitted or Conditional Use”. The third reason for the zone change is the LI zone prohibits overhead doors from facing High-Image Arterial Streets. The plans for the building on the north parcel include overhead doors on the west side of the building that face Mountain View Corridor, which is a High-Image Arterial Street.

Mayor Lang opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Lang closed the Public Hearing.

**ACTION: ORDINANCE 26-03, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5750 WEST 2300 SOUTH FROM LI (LIGHT MANUFACTURING) TO M (MANUFACTURING)**

The City Council previously held a public hearing regarding proposed Ordinance 26-03 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5750 West 2300 South from LI (Light Manufacturing) to M (Manufacturing).

Upon inquiry by Mayor Lang there were no further questions from members of the City

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Council, and she called for a motion.

Councilmember Whetstone moved to approve Ordinance 26-03.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

### **ACTION: RESOLUTION 26-08, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 5700 WEST WVC OWNER, LLC FOR APPROXIMATELY 6.56 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5750 WEST 2300 SOUTH**

Mayor Lang discussed proposed Resolution 26-08 that would authorize the City to Enter Into a Development Agreement with 5700 West WVC Owner, LLC for Approximately 6.56 Acres of Property Located at Approximately 5750 West 2300 South.

Written documentation previously provided to the City Council included information as follows:

This resolution authorizes a development agreement between the City and 5700 West WVC Owner, LLC to establish minimum standards for a commercial development at 5750 West 2300 South.

Wadsworth Development Group, representing 5700 West WVC Owner, LLC, has submitted a zone change application (Z-8-2025) on property at 5750 West 2300 South to change the zoning from LI (Light Industrial) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

Below is a summary of the standards in the development agreement:

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1. Certain industrial uses deemed more impactful are prohibited.
2. Prior to any use of the property, the appropriate approval must be obtained and all required improvements shall be installed.
3. Outside storage areas must be screened according to ordinance requirements.
4. All fencing must meet City standards.
5. The developer must dedicate 6-inches of right-of-way along the west side of 5700 West.
6. The developer must make certain improvements along the Property's 5700 West frontage.
7. The building must be built substantially like the building elevations in Exhibit C.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Harmon moved to approve Ordinance 26-03.

Councilmember Wood seconded the motion.

Mayor Lang indicated that she would like to restrict the height of any outside storage.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | No  |

Majority.

C. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-9-2025, FILED BY CAL JOHNSON, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE) TO C-2 (GENERAL COMMERCIAL) FOR PROPERTY LOCATED AT 5459, 5477, AND 5491 WEST 4100 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled February 10, 2026 in order for the City Council to hear and consider public

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comments regarding application Z-9-2025, Filed by Cal Johnson, Requesting a Zone Change from A (Agriculture) to C-2 (General Commercial) for Property Located at 5459, 5477, and 5491 West 4100 South

Written documentation previously provided to the City Council included information as follows:

If this application is approved, the owner of the property, Corey Rushton, would like to build a commercial development that includes a mix of medical office, general office, retail, restaurant, and fast-food uses within a total of 33,687 square feet of buildings.

The concept plan includes a small commercial building in the northeast corner of the site that would likely be a fast food establishment as well as an office building to the southeast. Given the adjoining A zone and homes to the east and R-1-7 and homes to the south, the ordinance requires (see Section 7-6-303) a 6-foot-tall masonry wall to be constructed along the south and east sides of the subject property. In addition to the wall, the ordinance requires 10' of landscaping with one tree with a minimum 1.5-inch caliper per 300 square feet of landscaping plus 4 shrubs with a minimum size of 1 gallon per tree. The ordinance also requires (see Section 7-7-111) the order board, speakers, and pick-up window for fast food establishments to be located at least 50 feet from the nearest residential property line.

The applicant requested exceptions to the wall and 50 foot separation requirement given that the adjoining properties to the east are designated as General Commercial in the City's General Plan. The Planning Commission did not recommend granting these exceptions.

Mayor Lang opened the Public Hearing.

Kris Vaccaro expressed concern regarding traffic and privacy impacts. She explained that backing out of her driveway onto 4100 already takes nearly 10 minutes due to existing traffic, and additional developments—restaurants, a medical center, or a credit union—would make it even more difficult. Kris also opposed any construction directly next to her fence, noting that her sunroom is mostly glass, and any neon lighting or nearby structures would shine directly into her home. She requested a sound wall taller than six feet to block both noise and light intrusion.

Rosa Fierro spoke on behalf of her mother, who lives on a property adjacent to the new development. She is extremely concerned about her mother's privacy and safety, particularly with the added traffic and nearby businesses such as fast food restaurants and medical clinics.

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Rosa noted that no one has reached out to discuss the development plans. She explained that her mother cannot afford to build a fence along the west and north sides of the property (the “L” shape) and requested that the city consider the need for a privacy fence. Rosa also mentioned past issues with city regulations requiring the removal of chicken coops and other farm structures, which made her mother feel unfairly targeted. Her main concern is maintaining privacy and safety in the face of the increased development.

Jerry Vaccaro expressed concern about the planned development immediately adjacent to his home on 41st. He highlighted that a drive-through is proposed right next to his property line, with a menu board and queuing lane for cars. He is worried about the constant noise from cars idling, the drive-through activity, and general business-related traffic directly beside his fence, describing it as an irresponsible placement given its impact on his property and quality of life.

Cal Johnson, representing Corey Rushton on the project, addressed neighbor concerns by confirming that the development will include a 6-foot solid fence along the property line, meeting code requirements. In addition, landscape screening will be installed with trees and shrubs. He noted that if an exception for the drive-through menu board is approved, they would increase landscaping to further buffer the view. Regarding traffic concerns, the project will reduce the current four access points down to two, aligned with the opposite side of the street, following Public Works recommendations to maximize safety.

Margarita Fierro expressed concerns about the impact of the development on privacy, noise, and light, especially given the proximity to a hospital with taller buildings and higher lighting poles. She highlighted worries about the drive-through, potential trash, and overall effects on the canal and surrounding community. Margarita also raised the issue of displacement, noting that previous development already forced her family to relocate animals and remove chicken coops. She emphasized that her family values self-sufficiency and that the development is pushing them away from their property and livelihood, requesting consideration for compensation or solutions if relocation becomes necessary.

Adam Watts, representing Rigby Watts & Company, addressed concerns regarding the medical office portion of the development. He clarified that the two proposed medical offices are not hospital-grade but are intended for typical medical and dental providers. He emphasized compliance with city code, including dark-sky-compliant lighting and a 6-foot precast concrete wall along the east side of the property and by the canal for privacy and noise reduction. Trash management will be handled on the backside of the property, with no retail or drive-through operations there. Additionally, both buildings are planned to be over 100 feet from property lines to minimize privacy, noise, and light impacts for neighboring residents.

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Corey Rushton, property owner, added that, as Phase 1 with the Mountain America Credit Union is underway, the development team is committed to exceeding city ordinance requirements. He highlighted plans for extra parking, upgraded walls, enhanced landscaping, and high-quality tenants. While acknowledging the neighborhood's transition from a serene farm setting to a more developed area, he emphasized that the project aligns with the city's general plan and broader progress in the area, and assured residents that the development team is committed to doing a good job.

Tiffany Andersson expressed concern that large developments in West Valley City often take up land that could be used for residential housing and open/park space. She noted that in other areas, some commercial developments eventually go empty, leaving unused buildings. She encouraged the city to consider utilizing existing spaces for commercial needs while focusing new development on creating neighborhoods, parks, and other features that enhance the city's residential areas.

Susann Andersson said she understands that the landowners are trying to make a profit and that Corey Rushton is working within his rights. However, she expressed concerns that the space could be better used, possibly for housing or more open areas. She also highlighted traffic issues on the back canal road, noting potential problems with teens, trash, and congestion. Overall, she does not think this development is a good idea and sympathizes with the neighboring residents who would be directly impacted.

Mayor Lang closed the Public Hearing.

### **ACTION: ORDINANCE 26-04, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5459, 5477, AND 5491 WEST 4100 SOUTH FROM A (AGRICULTURE) TO C-2 (GENERAL COMMERCIAL)**

The City Council previously held a public hearing regarding proposed Ordinance 26-04 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5459, 5477, and 5491 West 4100 South from A (Agriculture) to C-2 (General Commercial).

Councilmember Whetstone asked if the applicant intends on exceeding the ordinance in regard to the wall. Steve Pastorik, CD Director, stated that they are doing the required 6 foot wall but he is unsure of material. He added that the Council can require higher.

Councilmember Wood acknowledged that change is difficult, especially in neighborhoods, but emphasized that property owners have rights within zoning ordinances to develop their land. She noted positive aspects of the project, such as reducing four access points to two for safety, and suggested that the development agreement could require a taller fence along the east side bordering residential homes to ensure privacy—similar to what was done with Chick-fil-A and Les Schwab. She also pointed out that this location is more appropriate for

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commercial use than single-family housing, given surrounding businesses like Mountain America, CVS, and America First, and encouraged considering the potential positives this development could bring.

Councilmember Huynh agreed that this is a good development for this location.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Ordinance 26-04.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

**ACTION: RESOLUTION 26-09, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ELVA RUPP RUSHTON PROPERTIES, LLC AND A LAURENCE & ELVA J FAMILY PARTNERSHIP FOR APPROXIMATELY 5.71 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5459, 5477, AND 5491 WEST 4100 SOUTH**

Mayor Lang discussed proposed Resolution 26-09 that would authorize the City to Enter Into a Development Agreement with Elva Rupp Rushton Properties, LLC and a Laurence & Elva J Family Partnership for Approximately 5.71 Acres of Property Located at Approximately 5459, 5477, and 5491 West 4100 South.

Written documentation previously provided to the City Council included information as follows:

Cal Johnson with Legend Engineering, representing the property owner Corey Rushton, has submitted a zone change application (Z-9-2025) on property at 5459, 5477, and 5491 West 4100 South to change the zoning from A (Agriculture,

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minimum lot size ½ acre) to C-2 (General Commercial). The Planning Commission recommended approval of the zone change subject to a development agreement that requires a traffic impact study as requested by the Public Works Department.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Christensen moved to approve Resolution 26-09.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

### CONSENT AGENDA

#### **A. RESOLUTION 26-10: APPROVE THE PURCHASE OF IRRIGATION CONTROL SYSTEMS AND DATA SERVICES FROM EWING IRRIGATION AND LANDSCAPE PRODUCTS AND RAIN BIRD**

Mayor Lang presented proposed resolution 26-10 that would approve the Purchase of Irrigation Control Systems and Data Services from Ewing Irrigation and Landscape Products and Rain Bird.

Written documentation previously provided to the City Council included information as follows:

Park Maintenance currently maintains 126 irrigation controllers on 104 different sites. Some of these controllers used to be on a centrally controlled irrigation system that is no longer supported.

By upgrading the controllers to the new web based system and by utilizing the master valves and flowmeters being installed in new construction and backflow replacements; the

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irrigation systems will be able to program run times from remote computers and cell phones, determine broken lines, shut down irrigation systems as it senses high flow situations, and will send an alarm to the irrigation staff. This will save time with maintenance and troubleshooting of the irrigation systems and it will also conserve water.

The Park maintenance division would like to purchase controllers and cell cards for additional 29 Properties (\$81,809) and ongoing data service for these 29 and the 24 other previously installed controllers (\$10,325.00).

Ewing Irrigation and Landscape Products holds state contract number MA4880, so the controllers and hardware will be purchased from them while the cell/data system is operated by Rain Bird. A program modification was approved for these purchases.

### **B. RESOLUTION 26-11: AWARD A CONTRACT TO UTAH PROFESSIONAL LAWN CARE TO INSTALL BACKFLOW PREVENTION DEVICES**

Mayor Lang presented proposed resolution 26-11 that would award a Contract to Utah Professional Lawn Care to Install Backflow Prevention Devices.

Written documentation previously provided to the City Council included information as follows:

As parks have been built in the past, double check backflow assemblies were approved and installed that are now out of code. Granger Hunter Improvement District has asked that we change them out to reduced pressure backflow assemblies to meet current codes. This will be step one of a multi-stepped process to bring all of our properties into compliance.

This project will include removal of existing double check valve assemblies, replacing them with reduced pressure backflow assemblies, installing a protective cage, installing master valves where needed, and installing hydrometers. Installation of these items will bring those properties back into code compliance, increase efficiency and enable better use of our central irrigation controller. The properties where this will occur for this round will be: Centennial Park (2), Parkway Park, and Scottsdale Park.

Bids were solicited through a formal bid process and six contractors responded.

|                             |                           |
|-----------------------------|---------------------------|
| Hydro Vac Excavation        | WKB Landscape Maintenance |
| Utah Professional Lawn Care | VanCon, Inc               |
| ACE Landscape               | Deseret Peak Piping       |

The lowest responsible bidder was Utah Professional Lawn Care whose bid came in at \$122,750.00.

A Program Modification was approved for this purpose.

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### **C. RESOLUTION 26-12: AWARD A CONTRACT TO KILGORE CONTRACTING FOR THE 2026 ASPHALT OVERLAY PROJECT**

Mayor Lang presented proposed resolution 26-12 that would award a Contract to Kilgore Contracting for the 2026 Asphalt Overlay Project.

Written documentation previously provided to the City Council included information as follows:

Bids were opened for the 2026 Asphalt Overlay project on January 13, 2026. A total of seven (7) bids were received. The lowest responsible bidder was Kilgore Contracting in the amount of \$3,463,329.17.

The project consists of 2.59 miles of asphalt pavement on the following major streets:

|              |                          |
|--------------|--------------------------|
| 4100 South   | 7100 West to 6400 West   |
| 4100 South   | I-215 to Redwood Road    |
| Constitution | 4700 South to 4100 South |
| Blvd         |                          |

In addition, this project will perform Bridge Deck Preservation work on the 4100 South/I-215 bridge and construct speed humps on Deno Drive, Meadowbrook Drive, Laurel Canyon Drive and Glowing Sky Drive.

### **D. RESOLUTION 26-13: APPROVE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND COTTAGES AT PEARCE FARM, L.L.C.**

Mayor Lang presented proposed resolution 26-13 that would approve a Reimbursement Agreement Between the City and Cottages at Pearce Farm, L.L.C.

Written documentation previously provided to the City Council included information as follows:

The Cottages at Pearce Farm is a development located at 3525 South 6800 West. An existing drainage/irrigation ditch within 6800 West needed to be piped to accommodate improvements associated with the development. The developer was required to pipe the existing ditch and build a drainage system to handle runoff from the developing property, which could have been handled with a 15-inch pipe. The city requested that the developer upsize the system to a 24-inch pipe to convey additional water from the neighborhoods to the south.

This reimbursement agreement pays the developer for the difference in cost between the 15-inch pipe and the 24-inch pipe.

**E. RESOLUTION 26-14: APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR SIDEWALK IMPROVEMENTS ON 3500 SOUTH**

Mayor Lang presented proposed resolution 26-14 that would approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Sidewalk Improvements on 3500 South

Written documentation previously provided to the City Council included information as follows:

The Safe Sidewalk Program provides a legislative funding source for construction of new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned in the immediate future. The program is administered by UDOT and requires a 25% local government match.

West Valley City submitted a Safe Sidewalk application last year to construct missing segments of sidewalk along the south side of 3500 South between Callao Drive (7040 West) and 6935 West. The application was successful and per this agreement the state will contribute up to \$258,000 towards this project which will require a minimum local government match of \$86,000.

**F. RESOLUTION 26-15: AWARD A CONTRACT TO DIRTY BOYS CONTRACTING FOR THE 2025-2026 EAST SIDEWALK REPAIR PROJECT**

Mayor Lang presented proposed resolution 26-15 that would award a contract to Dirty Boys contracting for the 2025-2026 East Sidewalk Repair Project.

Written documentation previously provided to the City Council included information as follows:

The City has a sidewalk repair program that focuses on repairing all damaged sidewalks within a neighborhood. There are many locations throughout the City that have very severe damage to the sidewalks that have largely been caused by tree roots. This project concentrates on those severely damaged sidewalks east of 4800 West. A similar project was bid earlier this fiscal year for repairs on the west side of the City.

The project repairs damaged sidewalks in over 50 locations, removing 76 trees, repairing approximately 1950 feet of damaged sidewalk.

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Construction is anticipated to be completed at the end of August, 2026.

### **G. RESOLUTION 26-16: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MAGNA CITY FOR AUDIBLE PEDESTRIAN SIGNALS**

Mayor Lang presented proposed resolution 26-16 that would authorize the Execution of an Interlocal Cooperation Agreement with Magna City for Audible Pedestrian Signals.

Written documentation previously provided to the City Council included information as follows:

New ADA Guidance requires audible cues be provided for pedestrians with visual impairments on new or modified traffic signals

Magna City desires to upgrade the pedestrian signal buttons on three traffic signals that are co-owned between the two agencies. This Interlocal Cooperation Agreement addresses cost sharing between West Valley City and Magna City. The cost will be split 50/50 between the two agencies.

### **H. RESOLUTION 26-17: APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR STORM WATER DETENTION IMPROVEMENTS**

Mayor Lang presented proposed resolution 26-17 that would approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Storm Water Detention Improvements.

Written documentation previously provided to the City Council included information as follows:

During the design of Bangerter Highway, it was determined that the City and UDOT would benefit from cooperation on the construction of drainage facilities. A new storm drain detention basin was built on Orleans Way, that receives runoff from both City roads and from Bangerter Highway. The City gained benefit from the construction of certain drainage facilities to eliminate certain drainage problems in the neighborhood. Perpetual maintenance of the basin was also a requirement from the City's request from UDOT to build the interchange with Bangerter passing beneath 4700 South.

**I. RESOLUTION 26-18: ACCEPT A WARRANTY DEED FROM R&E INVESTMENT, L.C. FOR PROPERTY LOCATED AT APPROXIMATELY 3400 WEST AND 2400 SOUTH**

Mayor Lang discussed proposed Resolution 26-18 that would accept a Warranty Deed From R&E Investment, L.C. for Property Located at Approximately 3400 West and 2400 South.

Written documentation previously provided to the City Council included information as follows:

R & E Investment, L.C. has recently acquired a 1.0-foot protection strip adjacent to its property located at 3333 West 2400 South. The 1.0-foot protection strip runs along the property frontage abutting the east side of 3400 West and the south side of 2400 South. In 2008, R & E Investment, L.C. conveyed right-of-way to the city at the northwest corner of its property. As they did not own the protection strip at that time, they were not able to convey the portion of property between the parcel conveyed to the city and the right-of-way lines of 3400 West and 2400 South.

Now that they have acquired the protection strip it is their desire to convey that portion of property between the parcel previously conveyed to the city and the east right-of-way line of 3400 West and the south right-of-way line of 2400 South.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Whetstone moved to approve all items on the consent agenda.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | Yes |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Unanimous.

**NEW BUSINESS**

**A. ORDINANCE 26-05: AMEND SECTION 1-2-107 OF THE WEST VALLEY CITY**

## MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 10, 2026

-17-

### MUNICIPAL CODE TO UPDATE CERTAIN PARKS AND RECREATION FEES

Mayor Lang presented proposed resolution 26-05 that would amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees

Written documentation previously provided to the City Council included information as follows:

Fees for golf rounds and fees for carts should be separate fees to account for those wishing to golf without the use of a cart (walking rate).

The Ridge and Stonebridge Golf Clubs wish to adjust the green fees to cover the cost of operation. This is to clarify what was previously approved and add a “walking rate” to various rates within the consolidated fee schedule.

Councilmember Harmon moved to approve Ordinance 26-05.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

|                           |     |
|---------------------------|-----|
| Councilmember Wood        | Yes |
| Councilmember Whetstone   | Yes |
| Councilmember Harmon      | Yes |
| Councilmember Huynh       | No  |
| Councilmember Christensen | Yes |
| Councilmember Nordfelt    | Yes |
| Mayor Lang                | Yes |

Majority.

### MOTION TO ADJOURN

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY FEBRUARY 10, 2026 WAS ADJOURNED AT 7:18 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, February 10, 2026.

**MINUTES OF COUNCIL REGULAR MEETING – FEBRUARY 10, 2026**

**-18-**

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Nichole Camac, MMC  
City Recorder

DRAFT

**Description:** Personnel Policies and Procedures Manual Update

**Fiscal Impact:** NA

**Funding Source:** NA

**Account #:** NA

**Budget Opening Required:**

**No**

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**Issue:**

A resolution authorizing the City to amend through Executive Order the Personnel Policies and Procedures Manual for its employees.

**Summary:**

This resolution will update the Personnel Policies and Procedures manual to reflect proposed changes to Part 2.VI.

**Background:**

A PTO Cash-In Schedule was implemented in November 2024 and applies to both the City's PTO Cash-In Program and termination payouts. Under that schedule, accrued PTO is paid out at a percentage based on an employee's years of service.

This update revises the policy so that employees who resign in good standing are eligible to receive payment for all accrued PTO, up to the maximum allowable 320 hours.

**Recommendation:**

Approve the resolution and amendment through Executive Order to our Personnel Policies and Procedures Manual.

Department: Human Resources

Submitted by: Paula Melgar

Date: 2/3/26



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN EXECUTIVE ORDER TO AMEND  
THE PERSONNEL POLICIES AND PROCEDURES MANUAL.**

**WHEREAS**, pursuant to Title 3 of the West Valley City Municipal Code, the City Manager is authorized to issue an executive order amending personnel policies, subject to the advice and consent of the City Council; and

**WHEREAS**, updates to the City's Personnel Policies and Procedures Manual have been prepared to amend payment of accrued leave upon voluntary termination of employment; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve said updates.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the City Council consents to the issuance of an executive order by the City Manager making said updates to the Personnel Policies and Procedures Manual.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026.

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

**EXECUTIVE ORDER NO. \_\_\_\_\_**

**FROM:** **Ifo Pili, City Manager**

**DATE:** \_\_\_\_\_

***An Executive Order Amending the West Valley City Policies and Procedures Manual***

**WHEREAS**, City Staff has monitored and reviewed statutes, case law, and practical application of the West Valley City Policies and Procedures Manual (the “Manual”); and

**WHEREAS**, the City has determined that a full-value payment of accrued leave upon voluntary termination of employment is appropriate; and

**WHEREAS**, it is necessary to amend and replace these policies and procedures within the Manual; and

**WHEREAS**, these policies and procedures have been updated and presented to me.

**NOW, THEREFORE**, I hereby order the following:

1. The West Valley City Policies and Procedures Manual is amended as shown in the attached PDF.
2. This Executive Order takes effect upon my signature and approval by the West Valley City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

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Ifo Pili  
City Manager

## Part 2

# Staffing Practices

### VI Termination of Employment

**A.** In order to terminate in good standing, the following terms and conditions apply:

1. Employees who are voluntarily terminating their employment should give the City two weeks advance, written notice. The City may choose to terminate the employee prior to the end of the two week notice depending upon the best interests of the City.
2. Employees must complete an exit interview. Human Resources will then complete a personnel action form and place the documentation in the employee's personnel file.

**B.** Employees not terminated for cause receive compensation for accrued paid time off (PTO), eligible compensatory time, holiday, and banked sick leave. ~~In addition, PTO will be paid out at a percentage of the total PTO hours according to the PTO Cash In Schedules 10-1 and 10-2, in Part 10, up to 320 hours (448 Fire Department 24-hour employees).~~

1. Any PTO hours over 320 hours (448 Fire Department 24-hour employees) will be forfeited.
2. In the event an employee has been allowed to use holiday hours, prior to the holiday, all hours must be paid back to the City.

**C.** Employees terminated for cause do not receive compensation for accrued PTO.

**D.** Employees terminated for cause will receive:

1. A written statement citing the reason for dismissal;
2. The effective date of the dismissal; and
3. A statement of the status of fringe and retirement benefits after dismissal.

**Amended 11/26/24 EO 24-158**

*Description:* DarkTrace Email Security

*Fiscal Impact:* Existing Budget

*Funding Source:* Existing Budget

*Account #:*

*Budget Opening Required:*

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#### Issue:

**Our current email security solution has limited depth and accessibility of explanatory detail when messages are quarantined, blocked, or otherwise modified.**

#### Summary:

DarkTrace provides an email security solution that applies self-learning AI to analyze intent, content, and context across thousands of data points per message, determining whether a communication “belongs” in a given environment. It detects subtle anomalies and novel attack patterns that traditional secure email gateways may miss. In addition, DarkTrace provides detailed, context-rich explanations and investigations through features such as analyst outputs and user-facing analysis tools, enabling security teams and end users to understand why an email was flagged as suspicious and respond appropriately.

#### Background:

The organization currently uses ProofPoint as its primary email security solution to protect against spam, phishing, malware, and other email-borne threats. While this platform has provided effective filtering and broad threat coverage, administrators and support staff have found that the product often lacks sufficient contextual information explaining why specific messages are blocked or flagged. This limited transparency complicates troubleshooting, increases time spent investigating user-reported issues, and can reduce confidence in automated decisions.

#### Recommendation:

*It is recommended that the organization migrate from ProofPoint to DarkTrace as its primary email security solution.*

Department: Admin / IT

Submitted by: Ken Cushing

Date:



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF EMAIL  
SECURITY SOFTWARE AND SERVICES.**

**WHEREAS**, West Valley City wishes to purchase DarkTrace software and related services to enhance the City's email security; and

**WHEREAS**, VLCM has been awarded the State Contract to supply said software; and

**WHEREAS**, the price awarded to VLCM is within price parameters and meets the City's needs; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to purchase said software.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the City is hereby authorized to said software and services for an amount not to exceed \$137,118.57 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

## DARKTRACE MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (TOGETHER WITH ALL APPLICABLE PRODUCT ORDER FORM(S), THE “AGREEMENT”) GOVERNS YOUR (“CUSTOMER”) ACCESS TO, AND USE OF, THE OFFERING (AS DEFINED BELOW) OR ANY PORTION THEREOF. BY SELECTING THE “ACCEPT” OPTION, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE OFFERING, OR ENTERING INTO A PRODUCT ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT, WHICH CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND DARKTRACE HOLDINGS LIMITED (“DARKTRACE”). IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN CUSTOMER WILL NOT BE AUTHORIZED TO DOWNLOAD, ACCESS OR USE THE OFFERING OR ANY PORTION THEREOF.

**1. Definitions.**

Certain capitalized terms used in this Agreement have the meanings attributed to them in Section 17.

**2. Order Process.**

Customer may procure the Offering directly from Darktrace or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Darktrace’s obligations and liabilities to Customer are governed by, this Agreement. Only the terms in a Product Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or Partner purchase order) that has been duly signed by Darktrace and Customer, or by Darktrace and a Partner on behalf of the Customer, will have any force or effect. Product Order Forms are non-cancellable.

**3. Fees; Payment Terms; Taxes.**

3.1. Fees and Payment. Customer will pay, as applicable: (i) the fees set forth in the applicable Product Order Form entered into by Customer and Darktrace to Darktrace; or (ii) the fees agreed upon by Customer and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the “Fees”). Where Customer is required to pay Fees to Darktrace, then unless otherwise expressly set forth on the Product Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Period (where a “year” commences on the Commencement Date and each anniversary thereof); (b) Customer will pay the Fees within 30 days after receipt of the applicable invoice by email; and (c) Darktrace reserves the right to increase the Fees payable by the Customer: (i) on 30 days’ prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Offering, provided that any such increase shall be proportionate to the increase charged by the Cloud Provider; (ii) once per year on not less than 60 days’ prior written notice, with any such adjustment taking effect from the next anniversary of the Commencement Date; or (iii) if there is any change to the Customer’s network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, in which case Darktrace shall be entitled to charge such cost to the Customer. Except as otherwise expressly provided in this Agreement, as between Darktrace and Customer, all Fees are non-refundable and non-cancellable.

3.2. Taxes; Late Payment. As between Darktrace and Customer: (i) Fees are exclusive of any applicable taxes, however designated; (ii) Customer will pay all such taxes levied or imposed by reason of Customer’s purchase of the Offering and the transactions hereunder; and (iii)

Darktrace may impose late charges on overdue payments at a rate equal to 1.5% per month or, if lower, the highest rate permitted by applicable law.

3.3. **Withholding Taxes.** Should Customer be required under any Applicable Law to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.

#### 4. **Offering.**

4.1. **Evaluation Offering.** Darktrace may allow Customer to use the Offering or any part thereof (including parts or features offered for preview or beta testing purposes), on a free-of-charge basis ("**Evaluation Offering**"). This Agreement also applies to access and use of the Evaluation Offering, except as follows: (i) the duration of the evaluation is 4 weeks unless otherwise specified by Darktrace in writing ("**Evaluation Period**") at the end of which period the Customer's right to access and use the Evaluation Offering will automatically terminate; (ii) the Evaluation Offering is provided "AS-IS" without warranty of any kind, and Darktrace disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Offering; and (iii) Customer may use the Evaluation Offering only for evaluation purposes and will not use the Evaluation Offering in a product testing environment.

4.2. **Access and Use.** Subject to the terms and conditions of this Agreement (including Darktrace's receipt of applicable Fees), Darktrace grants Customer a non-exclusive, non-transferable (except as expressly provided in Section 16.2), non-sublicensable license to access and use the Offering for Customer's and Customer Affiliates' internal business purposes in accordance with this Agreement and the applicable Product Specification (which is hereby incorporated into and forms part of this Agreement) during the applicable Subscription Period. Customer's access and use of the Offering is limited to the Usage Metrics set forth in the applicable Product Order Form, and Customer will be subject to the payment of additional fees if the applicable Usage Metrics are exceeded.

4.3. **Product Specification; Customer Dependency.** The Product Specification for the Offering includes additional terms and conditions applicable to Customer's access and use of the Offering. Customer will comply with all such terms and conditions, including the obligations and tasks attributed to Customer therein (each, a "**Customer Dependency**"). To the extent that Customer's delay or failure to comply with a Customer Dependency causes Darktrace to breach an obligation, Darktrace will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Customer Dependency.

4.4. **Appliances.** Where the Offering includes the Appliance(s), then unless otherwise agreed to in writing between the parties, title to all Appliances (and all components thereof) provided by Darktrace to Customer under this Agreement will always remain with Darktrace. Customer acknowledges and agrees that the Appliances are provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Upon termination of the Subscription Period, Customer will promptly return all Appliances to Darktrace (or to the applicable Partner) in accordance with Darktrace's (or applicable Partner's) instructions. Customer's use of any Appliance is subject to the applicable Product Specification.

4.5. **Services.** Darktrace will provide to Customer the Services set forth in the Product Order Form. Support Services will be provided in accordance with the Support Terms, which are hereby incorporated into and form part of this Agreement.

4.6. **Restrictions.** Customer will not, with respect to the Offering (or any portion thereof): (i) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement;

(ii) modify or create derivative works of the Offering, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Customer Affiliates or Outsource Providers as expressly permitted herein); (v) use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (vi) interfere with, or disrupt the integrity or performance of, the Offering; (vii) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Offering features provided by Darktrace for use expressly for such purposes; (viii) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (ix) employ or authorize a Darktrace competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (x) disclose the contents of Alerts, reports or other output of the Offering to third-parties other than Customer Affiliates or Outsource Providers without Darktrace's prior written consent; (xi) use the Offering to circumvent the security of a third party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or (xii) cause, encourage or assist any third party to do any of the foregoing.

- 4.7. **Customer Affiliates.** Customer will ensure that any Affiliate of Customer ("Customer Affiliate") using or accessing the Offering, or benefitting from Customer's use of the Offering, complies with this Agreement. Customer is responsible for Customer Affiliates' acts and omissions in connection with their access to, or use of, the Offering.
- 4.8. **Open Source Software.** Darktrace uses certain open source software in its products. Copies of, or references to, open source software licenses may be set out in a text file, installation file or folder accompanying the open source software.
- 4.9. **Ownership.** All Software is provided on a subscription access basis, not sold. Subject to the limited rights expressly granted hereunder, Darktrace reserves and, as between the parties will solely own, the Offering and all right, title and interest (including all Intellectual Property Rights) in and to the Offering. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.10. **Feedback.** Darktrace may freely use any feedback, suggestions, comments or the like that Customer provides to Darktrace with regard to the Offering.

## 5. **Outsource Providers and Third-Party Services.**

- 5.1. **Outsource Providers.** If Customer contracts with an Outsource Provider, Customer may permit such Outsource Provider to exercise all or any portion of the rights granted to Customer in Section 4.2 solely on Customer's or the Customer Affiliates' behalf. If Customer permits an Outsource Provider to use or access the Offering on Customer's or a Customer Affiliate's behalf, Customer will make sure all Outsource Providers comply with the terms of this Agreement and Customer will be liable for any breach of this Agreement by an Outsource Provider.

5.2. **Third-Party Services.** Darktrace does not support or guarantee integration with third party technologies or services (“**Third-Party Services**”) unless otherwise expressly set out in a Product Order Form or otherwise agreed to by Darktrace in writing. Darktrace: (i) does not provide any aspect of the Third-Party Services; and (ii) is not responsible for any compatibility issues or errors in the Offering or Third-Party Services caused in whole or in part by the Third-Party Services.

## 6. **Customer Obligations and Customer Data.**

6.1. **Customer Security Obligation.** As between the parties, Customer will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein. Darktrace will not be liable, and Customer will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Customer’s credentials, equipment, systems or premises. Customer acknowledges that Darktrace does not provide or undertake backup or maintenance services for Customer Data and Customer will be solely responsible for backup of all Customer Data.

6.2. **Customer Data.** As between Customer and Darktrace, Customer will own all right, title and interest in and to the Customer Data. Customer grants to Darktrace a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Customer Data only: (i) for the purpose of operating and providing the Offering and (ii) as required by Applicable Laws.

6.3. **Alerts.** Darktrace may utilize the contents and details of any Alerts and any data sources related to such Alerts on a deidentified basis to develop and improve Darktrace’s products, services and technology.

6.4. **Representation and Warranties.** Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Customer Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Darktrace’s use of Customer Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Customer and any third party.

## 7. **Data Protection.**

7.1. **Data Protection Addendum.** The parties will comply with their respective obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.

7.2. **Business Associate Agreement.** In order to comply with the parties’ obligations under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), to the extent applicable to Customer, Customer and Darktrace agree such protected health information will be processed in accordance with the Business Associate Agreement, which is hereby incorporated into and forms part of this Agreement. For the purposes of this Section, Customer is a “covered entity” as defined pursuant to HIPAA regulations and transmits to Darktrace protected health information which is regulated pursuant to HIPAA during the course of its use of the Offering.

## 8. **Confidentiality.**

8.1. **General Obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 8 will not

apply to information which: (i) is known by the recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of the recipient; or (iii) is independently developed by, or for, the recipient.

- 8.2. **Permitted Recipient.** A recipient of Confidential Information will not: (i) use Confidential Information of the other party, except as needed to fulfill its obligations or exercise its rights under this Agreement; or (ii) disclose Confidential Information of the other party to any third party, except to its or its Affiliates' employees, agents and contractors who need to know. The recipient is liable for a breach of this Section 8 by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under this Agreement.
- 8.3. **Required Disclosures.** The recipient may reveal Confidential Information of the other party if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 8.4. **Return or Destruction.** The recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

## 9. **Warranties.**

- 9.1. **Software Warranty.** Darktrace warrants to Customer during the applicable Subscription Period that: (i) the Software will perform materially in accordance with the applicable Product Specification(s); and (ii) Darktrace adopts customary industry standard practices to prevent the Software, upon download by or delivery to the Customer, from injecting malicious or disabling code that is intended to damage or destroy the Customer's system or network where the Software is installed (the "**Software Warranty**"). Darktrace will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Software Warranty, and, if Darktrace determines that it is unable to do so in its discretion, Darktrace may terminate Customer's license to access and use the applicable non-conforming Software and refund to Customer the prepaid Fees prorated for the unused period of the applicable Subscription Period. Customer will promptly report any non-conformity with the Software Warranty to Darktrace in writing. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the Software Warranty. The Software Warranty does not apply to Evaluation Offerings.
- 9.2. **Service Warranty.** Darktrace warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of the Services, and Customer will promptly report any non-conformity with such warranty to Darktrace in writing. Darktrace will, at its option and expense: (i) use commercially reasonable efforts to re-perform the non-conforming Services; or (ii) refund to Customer the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the warranty set forth in this Section.
- 9.3. **Exclusions.** The warranties in Sections 9.1 and 9.2 do not apply if: (i) the Offering has been modified, except by Darktrace; (ii) the Offering has not been installed, used, or maintained in accordance with this Agreement or Product Specification; (iii) the non-conformity occurs due

to a failure by the Customer to allow Darktrace or its agents to implement any updates, corrections or modifications to the Software made available to Customer by Darktrace; or (iv) Customer has combined the Offering with other software, services, or products that are not provided by Darktrace or not otherwise specified in the applicable Product Specification, and but for such combination, the breach of warranty would have been avoided.

- 9.4. **No Guarantee.** CUSTOMER AGREES THAT: (I) DARKTRACE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT OR DISCOVER ALL OF CUSTOMER'S OR CUSTOMER AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND CUSTOMER AFFILIATES WILL NOT HOLD DARKTRACE RESPONSIBLE THEREFOR; AND (II) THE OFFERING AND SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY ATTACK, EVEN IF FULLY IMPLEMENTED.
- 9.5. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND DARKTRACE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARKTRACE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DARKTRACE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERING IS NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATION OR HAZARDOUS ENVIRONMENT THAT REQUIRES FAIL-SAFE PERFORMANCE, WHERE THE FAILURE OF THE OFFERING MIGHT RESULT IN OR CAUSE DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. DARKTRACE DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS, INTEGRATIONS OR SERVICES.

## 10. Intellectual Property Rights Infringement Indemnity.

- 10.1. **Darktrace's Indemnity.** Darktrace will defend any third-party claim against the Customer asserting that Customer's use of the Software in accordance with this Agreement infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Darktrace will indemnify Customer against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Customer: (i) notifies Darktrace in writing of the IP Claim promptly, and in any event, within 20 days of receiving notice of such IP Claim; (ii) fully cooperates with Darktrace in the defense of the IP Claim; and (iii) grants Darktrace the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Darktrace must include, as an unconditional term, the claimant's or plaintiff's release of Customer from all liability with respect to the IP Claim). Customer may, at Customer's own expense, participate in the defense of any IP Claim but Customer will not enter into any settlement or compromise of any such claim without Darktrace's prior written consent.
- 10.2. **Remedies.** If Darktrace reasonably believes the Software could infringe any third party's patent, copyright or registered trademark, Darktrace may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Software. If Darktrace determines that neither alternative is commercially practicable, Darktrace may terminate this Agreement, in its entirety or with respect to the affected

component, by providing written notice to Customer and refunding a prorated portion of the pre-paid, unused Fees paid by Customer corresponding to the unused period of the applicable Subscription Period.

- 10.3. **Exclusions.** Darktrace will have no obligations under this Section 10 if the IP Claim is based upon or arises out of: (i) any modification to the Software not made by Darktrace; (ii) any combination or use of the Software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Software after being notified of the infringement claim or after being provided a modified version of the Software by Darktrace at no additional cost that is intended to address such alleged infringement; or (iv) Customer's failure to use the Software in accordance with the terms of this Agreement, including the applicable Product Specification.
- 10.4. **Exclusive Remedy.** THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 10 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DARKTRACE'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE OFFERING.

## 11. Limitation of Liability.

- 11.1. **Excluded Damages** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, COST OF SUBSTITUTE SERVICES, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE OFFERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE APPLICABLE CLAIM OR LIABILITY IS BASED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- 11.2. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE OFFERING, EXCEED THE FEES ACTUALLY PAID TO DARKTRACE FOR THE OFFERING GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.
- 11.3. **Exclusions.** THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 11 DO NOT APPLY TO: (I) DARKTRACE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1; (II) BREACH OF SECTION 4.6 (RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (IV) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 11.4. **Basis of the Bargain.** THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN DARKTRACE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

## 12. Term; Suspension and Termination.

- 12.1. **Term.** This Agreement is effective as of the Effective Date and will remain in effect until the end of the relevant Subscription Period specified in the applicable Product Order Form or earlier termination in accordance with this Section or as otherwise specified herein.
- 12.2. **Suspension.** Darktrace may immediately suspend Customer's access to, or use of, the Offering if: (i) Darktrace believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (ii) Customer is in breach of Section 4.6 (Restrictions); (iii) Customer (or the applicable Partner) fails to pay Darktrace when fees are due; or (iv) if required by law (including under a court order); provided, however, Darktrace will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.
- 12.3. **Termination.** Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.4. **Effect of Termination.** Upon termination of this Agreement for any reason: (i) all Customer's rights to access and use the Offering will terminate; (ii) Customer will promptly cease all use of the Offering and de-install all Software installed on Customer's systems or networks; (iii) where applicable, Customer will ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace (or the applicable Partner) in accordance with Darktrace's (or the applicable Partner's) instructions. Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Appliance; (iv) for a period of 30 days following the termination, Darktrace will maintain Customer Data stored in Darktrace's cloud services and grant Customer access to the cloud services, solely to download and delete any such Customer Data. Thereafter, Darktrace will delete or destroy all copies of Customer Data without liability or additional notice, unless legally prohibited from doing so. Customer Data cannot be received once deleted or destroyed; and (v) all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become immediately due and payable.
- 12.5. **Survival.** Sections 1, 3, 4.9, 4.10, 6.3, 8, 9.5, 10, 11, 12.4, 12.5, and 13 to 17 will survive expiration or termination of this Agreement for any reason.

## 13. Compliance with Laws.

Each party agrees to comply with Applicable Laws, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer affirms that Customer is not named on, owned by, or acting on behalf of any United Kingdom, U.S. or other applicable government denied-party list, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United Kingdom, the United States and other applicable jurisdictions ("Export Laws") to ensure that neither the Offering, Software, any of Customer Data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

#### 14. U.S. Government End Users.

The Offering (including the Software) was developed solely at private expense and is a “commercial product”, “commercial item”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering (including the Software) by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with U.S. federal law, Customer will immediately discontinue its use of the Offering (including the Software).

#### 15. Governing Law and Dispute Resolution.

Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: (i) in the Governing Courts defined in the table below, in which case each party consents to the exclusive jurisdiction and venue thereof; or (ii) by final and binding arbitration; in each case, as set forth in the table below. Notwithstanding the foregoing: (a) each party may enforce its or its Affiliates’ Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Darktrace or its Affiliates may bring suit for payment in the country where the Customer is located. Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “ICC”) by three arbitrators in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, will be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

| Customer location (as stated in the Product Order Form) | Governing Law   | Governing Courts / Arbitration                           |
|---|---|--|
| United Kingdom  | The laws of England & Wales   | The courts of England & Wales                            |
| United States of America                                | The laws of the state of California, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction | The state or federal courts in San Francisco, California |
| None of the above                                       | The laws of England & Wales   | Arbitration at the ICC in London                         |

#### 16. General Provisions.

16.1. Entire Agreement; Amendments. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties, except that Darktrace may unilaterally modify the Product Specification and Support Terms so long as it does not reduce or materially modify the functionality of the Offering. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Product Order Form or any document

incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (i) the Product Order Form; (ii) this main body of the Agreement; and (iii) the documents incorporated herein by reference solely with respect to the subject matter of such documents, and provided, further, that the Data Processing Addendum will prevail over the Product Order Form, this main body of the Agreement and all other documents solely with respect to its subject matter.

- 16.2. **Assignment.** Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to: (i) an Affiliate in connection with a corporate reorganization; or (ii) a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 16.3. **Compliance.** Customer agrees to permit Darktrace, or an independent representative appointed by Darktrace, to verify that Customer's use of the Offering complies with this Agreement. Darktrace will not exercise this right more than once in any 12-month period. If Customer procured the Offering through a Partner, Customer also agrees that Darktrace may request Customer to provide confirmation of the order(s) placed by Customer with the Partner, including copies of agreement(s) between Customer and Partner, provided that all pricing information will be removed from the copies provided to Darktrace.
- 16.4. **Equitable Relief.** Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 8 (Confidentiality) or, in the case of Customer, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.5. **Independent Contractors.** The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 16.6. **No Third-Party Beneficiaries.** No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 16.7. **Waiver; Severability.** Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- 16.8. **Force Majeure.** Other than in respect of Customer's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement

due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.

16.9. **Notices.** Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing to Darktrace will be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Email notices to [notices@darktrace.com](mailto:notices@darktrace.com).

## 17. Definitions.

When used in this Agreement, terms defined in this Section 17 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

**Affiliate** means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

**Alerts** means alerts of suspected malicious activity on a Customer's environment generated by the Offering;

**Appliance(s)** means hardware device(s) (including embedded firmware) shipped by Darktrace to Customer and as more fully described on the Product Order Form;

**Applicable Laws** means all international, domestic and local laws, ordinances, regulations and orders applicable to a party's performance under this Agreement;

**Business Associate Agreement** means the document titled Darktrace Business Associate Agreement available at <https://darktrace.com/legal/business-associate-agreement>;

**Cloud Provider** means Microsoft Azure, Amazon Web Services, Google Cloud Platform, as specified on the Product Order Form;

**Commencement Date** means the date specified in a Product Order Form on which Darktrace shall commence providing the Offering to Customer;

**Confidential Information** means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"),

and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data;

**Customer Data** means: (i) all data and information submitted into, or stored in, the Appliance or Software by Customer, or otherwise provided by Customer to, or accessible by, Darktrace in connection with this Agreement (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network); and (ii) the contents of all Alerts; but, in case of (i) and (ii), excluding any information or data owned or controlled by Darktrace and made available through or in connection with the Offering;

**Data Processing Addendum** means the document titled Data Processing Addendum available at <https://darktrace.com/legal/data-processing-addendum>;

**Effective Date** means, as applicable, the date on which the Customer signs the applicable Product Order Form or the date on which the Partner signs, or issues a valid order against, the applicable Product Order Form;

**Installation Service** means installation and test procedures performed by Darktrace to confirm completion of the installation of the Appliance on the applicable site;

**Intellectual Property Rights** means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world;

**Offering** means, collectively, the Appliance(s), Software and Services (or any combination thereof);

**Outsource Provider** means any third-party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions appointed or engaged by or on behalf of Customer;

**Partner** means an authorized reseller of Darktrace;

**Partner Arrangement** means a separate agreement between Customer and a Partner;

**Personal Data** has the meaning given to it in the Data Processing Addendum;

**Product Order Form** means an order form agreed to in writing or electronically by: (i) Darktrace and Customer which references this Agreement; or (ii) Darktrace and a Partner which references the Customer;

**Product Specification** means the technical and user manuals and guides for the Offering available at available at <https://darktrace.com/legal/product-specific-terms> and at <https://darktrace.com/legal/product-specifications-and-service-definitions>, as updated by Darktrace from time to time;

**Services** means the Installation Service and the Support Services;

**Support Services** means support services for the Offering performed by Darktrace in accordance with the Support Terms;

"Support Terms" means Darktrace's support services terms and conditions available at <https://darktrace.com/legal/darktrace-support-services>, as may be updated by Darktrace from time to time;

"Software" means the Darktrace's software (in object code form) delivered to Customer on a standalone basis or as installed in the Appliance pursuant to the applicable Product Order Form, as more fully described on the applicable Product Specification, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace;

"Subscription Period" means the period during which Darktrace shall make available the Offering to Customer as set forth in the applicable Product Order Form;

"Usage Metrics" means the limits, metrics or other measurements or conditions of permitted usage of the Offering, as set out in the applicable Product Order Form.



Shipping Address: 3600 Constitution Boulevard, West Valley City, UT 84119

Sales Rep: Chad Sirrine | csirrine@vlcm.com

Quote Expiration: Feb 27, 2026

## Pricing Detail

3 year term billed annually

03/25/26 - 03/24/29

| # | Partner Part # | Description  | QTY | Price |
|---|----------------|--|-----|-------|
| 1 | DT-IS          | Darktrace Holdings Limited Installation Services     | 1   | \$0   |
| 2 | DT-SIS         | Darktrace Holdings Limited Standard Support Services | 1   | \$0   |

Year 1

03/25/26 - 03/24/27

| #                  | Partner Part #         | Description  | QTY | Price              |
|--------------------|------------------------|--|-----|--------------------|
| 1                  | DT-DP-VM-10K           | Darktrace Cloud Master 10,000 Connections  | 1   | \$3,875.88         |
| 2                  | DT-PL-PD-EM-EX-0000900 | Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients | 1   | \$41,830.31        |
| <b>Total Cost:</b> |                        |  |     | <b>\$45,706.19</b> |

Year 2

03/25/27 - 03/24/28

| #                  | Partner Part #         | Description  | QTY | Price              |
|--------------------|------------------------|--|-----|--------------------|
| 1                  | DT-DP-VM-10K           | Darktrace Cloud Master 10,000 Connections  | 1   | \$3,875.88         |
| 2                  | DT-PL-PD-EM-EX-0000900 | Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients | 1   | \$41,830.31        |
| <b>Total Cost:</b> |                        |  |     | <b>\$45,706.19</b> |

Year 3  
03/25/28 - 03/24/29

| #                  | Partner Part #         | Description  | QTY | Price              |
|--------------------|------------------------|--|-----|--------------------|
| 1                  | DT-DP-VM-10K           | Darktrace Cloud Master 10,000 Connections  | 1   | \$3,875.88         |
| 2                  | DT-PL-PD-EM-EX-0000900 | Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to Exchange online clients | 1   | \$41,830.31        |
| <b>Total Cost:</b> |                        |  |     | <b>\$45,706.19</b> |

**Total Cost:** \$137,118.57

**Customer Acknowledgment and Agreement**

The purchase and use of goods, services, or other offerings are subject to applicable terms and conditions, including the vendor's privacy policies and usage agreements. These documents may vary by vendor and product type. Customers can request copies of the relevant terms and policies from the VLCM Sales Team at any time. Prices exclude sales tax. Any tax shown is an estimate, and the Customer is solely responsible for all applicable sales, use, or similar taxes.

This proposal is also subject to acceptance of VLCM's standard terms and conditions, which are available for review at [www.vlcmttech.com/terms](http://www.vlcmttech.com/terms) unless customer and seller have signed a separate agreement, in which case the separate agreement will govern. VLCM may charge a convenience fee for credit card transactions unless restricted as part of a separate agreement.

**Pricing Disclaimer:** Memory and SSD pricing is currently volatile industry-wide and subject to change without notice. Pricing is not guaranteed until the order is confirmed with the manufacturer. As always, we will pursue the best available pricing and communicate any changes as soon as they arise.



**WEST VALLEY CITY**  
[www.wvc-ut.gov](http://www.wvc-ut.gov)

**Darktrace**

**Email Security**

# Darktrace

- Self learning AI
  - Intent, content, context
- Detects
  - Anomalies, novel attack patterns
- Detailed context-rich explanations
- Quick remediation
- End user tools

The screenshot shows the Darktrace AI Analyst interface. At the top, a large orange circle displays the score '100'. To the right, the text 'Remittance Advice ID: pmkPPBZjhFkHmGxFROvcuGuudBPwbgrsgPTFSxKTEEFoNwMvF' is shown. On the far right, there are buttons for 'Remediate', a copy icon, a settings icon, and a dropdown menu. Below the score, a navigation bar includes 'Overview' (which is selected), 'AI Analyst', 'Content', 'Technical', and 'Admin'. On the far right of the bar are 'Preview Email' and 'View Full Analysis' buttons. The main content area is titled 'ANOMALY INDICATORS'. It contains a red warning message: 'The email contains a highly suspicious link to the host google.cz which the system believes will redirect the user to a different destination upon clicking. This host has a 100% rarity score based on references in internal traffic.' Below this message are three status indicators: SPF (yellow), DKIM (yellow), and DMARC (yellow). To the right of the message is a 'View Full Analysis' button. Further down, there are sections for 'GROUP' (with a user icon) and 'MODEL TAGS' (with several red and yellow tags). The 'MODEL TAGS' section includes 'Credential Harvesting', 'Forged Address', 'Solicitation', 'Low Mailing History', 'No Association', 'Unknown Correspondent', and 'Wide Distribution'. At the bottom, there is a 'HIGHLIGHTED CONTENT' section showing a link: 'al-rwaad.com/BusinessPaymentInformationDistribution/&sa=D&sntz=1...'. To the right of the link are buttons for 'Open Document [google...]' and various sharing icons. The bottom right corner of the interface shows 'Page 19 of 19'.

*Description:* Franchise Agreement with Emery Telcom

*Fiscal Impact:* n/a

*Funding Source:* n/a

*Account #:* n/a

*Budget Opening Required:* No

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**Issue:**

Franchise Agreement with Emery Telcom

**Summary:**

A Resolution approving a franchise agreement with Emery Telcom to construct and maintain a telecommunications network in the City.

**Background:**

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Emery's duty to secure permits from Public Works for any excavation or construction.

**Recommendation:**

Approve the resolution.

Department: Legal/Public Works

Submitted by: Staff

Date: February 10, 2026



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FRANCHISE  
AGREEMENT BETWEEN EMERY TELCOM AND  
WEST VALLEY CITY FOR A  
TELECOMMUNICATIONS NETWORK IN THE CITY.**

**WHEREAS**, Emery Telcom desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide Emery Telcom a nonexclusive franchise to operate a telecommunications network in the City; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Emery Telcom. The Agreement, a copy of which is attached hereto and entitled "Franchise Agreement" sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Emery Telcom.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the Agreement entitled, "Franchise Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of the City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

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MAYOR

ATTEST:

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CITY RECORDER

## FRANCHISE AGREEMENT

**THIS FRANCHISE AGREEMENT** (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and EMERY TELECOMMUNICATIONS + VIDEO INC. (hereinafter "Provider"), a corporation organized under the laws of the State of UTAH with its principal offices at P O Box 1629, 445 EAST HWY 29 ORANGEVILLE, UTAH 84537, (hereinafter "Party" individually and "Parties" collectively).

### WITNESSETH:

**WHEREAS**, the Provider desires to provide Telecommunications Services, as defined in Chapter 20-5-201(25) of the West Valley City Municipal Code, within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

### **ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

**1.1 Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

**1.2 Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges

that it has had an opportunity to read and become familiar with the Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

**1.3 Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

**1.4 Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

**1.5 Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

**1.6 Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE FEE**

**2.1 Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider's activities in the right-of-way.

### **ARTICLE 3. TERM AND RENEWAL**

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City's representative designated herein written notice of the Provider's intent to not renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

### **ARTICLE 4. PUBLIC USE RIGHTS**

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments.

## **ARTICLE 5. POLICE POWERS**

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## **ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY**

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

## **ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

**7.1      Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

**7.2      Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

**7.3      Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

**7.4 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

## **ARTICLE 8. PARTIES DESIGNEES**

**8.1 City Designee and Address.** The West Valley City Public Works Director or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 3600 Constitution Boulevard, West Valley City, Utah 84119, or such other officer and address as the City may designate by written notice to the Provider.

**8.2 Provider Designee and Address.** The Provider's Vice President of Administration or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 600 Hidden Ridge, Irving, Texas 75038, and such other office as the Provider may designate by written notice to the City.

**8.3 Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

## **ARTICLE 9. INSURANCE AND INDEMNIFICATION**

**9.1 Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage reasonably acceptable to the City.

**9.2 Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City

seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

## **ARTICLE 10. GENERAL PROVISIONS.**

**10.1 Binding Agreement.** The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

**10.2 Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

**10.3 Time of Essence.** Time shall be of the essence of this Agreement.

**10.4 Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

**10.5 No Presumption.** All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

**10.6 Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

“City”

West Valley City

\_\_\_\_\_  
Mayor

ATTEST:

Approved as to form 2/2/2026

*Brandon Hill*

\_\_\_\_\_  
City Recorder

“Provider”

Emery Telecommunications & Video, Inc,  
a Corporation

By: Jared Anderson

Its: COO

State of Utah \_\_\_\_\_

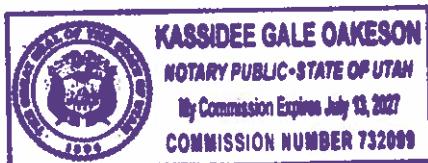
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:ss

County of Emery \_\_\_\_\_

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On this 21 day of January, 20 26, personally  
appeared before me Jared Anderson  
[name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory  
evidence, and who affirmed that he/she is the COO [title], of  
Emery Telecommunications & Video, Inc [name of corporation], a corporation, and said  
document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution  
of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



Kassidee Gale Oakeson  
Notary Public



**WEST VALLEY CITY**  
[www.wvc-ut.gov](http://www.wvc-ut.gov)

# EMERY TELCOM FRANCHISE AGREEMENT

# EMERY TELCOM FRANCHISE AGREEMENT

- Emery Telcom has executed a Franchise Agreement and submitted application to install telecommunications infrastructure in the City
- The Franchise Agreement is compliant with Chapter 20-5 of the West Valley City Municipal Code
- All franchise holders are required to collect and remit telecommunications tax
- All franchise holders are required to obtain permits and comply with all applicable City ordinances