



# HERRIMAN CITY FIRE SERVICE AREA AGENDA

**Wednesday, January 26, 2022**

NOTICE IS HEREBY GIVEN that the Herriman City Fire Service Area shall assemble for a meeting in the City Council Chambers, located at  
5355 WEST HERRIMAN MAIN STREET

1. **Call to Order (7:30 p.m. or as soon as possible thereafter)**
  - 1.1 Oath of Office for the Board of Trustees for the Herriman City Fire Service Area
  - 1.2 Election for the Chair and Vice Chair for the Herriman City Fire Service Area
  - 1.3 Motion for review and outline of the finalization process to approve the minutes of January 26, 2022
2. **Discussion and Action Items**
  - 2.1. **Discussion and consideration of a resolution appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, Records Officer, District Clerk, District Treasurer, and Legal Counsel - Jackie Nostrom, City Recorder**  
[2.1 Staff\\_Report and HCFSAs\\_AppointedOfficers.pdf](#)
  - 2.2. **Discussion and consideration of a resolution to establish the place of District Offices - Jackie Nostrom, City Recorder**  
[2.2 Staff\\_Report and HCFSAs\\_DistrictOffices.pdf](#)
  - 2.3. **Discussion and consideration of a resolution to establish the amount of bond for the faithful performance of the member's duties - Jackie Nostrom, City Recorder**  
[2.3 Staff\\_Report and HCFSAs\\_Bond.pdf](#)
  - 2.4. **Discussion and consideration of a resolution adopting the Herriman City Fire Service Area policies and procedures - Jackie Nostrom, City Recorder**  
[2.4 Staff\\_Report and HCFSAs\\_PolicyProcedures.pdf](#)

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Herriman City

**2.5. Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City Fire Service Area and Herriman City - Jackie Nostrom, City Recorder**

[2.5 Staff\\_Report and HCFSA\\_ILA.pdf](#)

**2.6. Discussion and consideration of a resolution adopting a formal seal for the Herriman City Fire Service Area - Jackie Nostrom, City Recorder**

[2.6 Staff\\_Report and HCFSA\\_Seal.pdf](#)

**3. Adjournment**

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html) and on Herriman City's website at [www.herriman.org](http://www.herriman.org). Posted and dated this . /s/ Jackie Nostrom, City Recorder

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Herriman City



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Resolution of the Herriman City Fire Service Area appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, District Clerk, Records Officer, District Treasurer, and Legal Counsel

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### **RECOMMENDATION:**

Approval of a resolution appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, District Clerk, Records Officer, District Treasurer, and Legal Counsel

### **ISSUE BEFORE COUNCIL:**

Would the Board of Trustees for the Herriman City Fire Service Area like to appoint to fill the various offices to operate the district?

### **BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFSA) and provides the HCFSA would be governed by a Board of Trustees. The resolution further appointed the Mayor to serve as the Chief Executive and Administrative Officer of the District.

### **DISCUSSION:**

Utah Code Ann. §17B-1-631 requires the Board to appoint a clerk (the service area's clerk's functions are dissimilar to the city recorder functions – the service area clerk is a financial and an accounting position. The service area clerk, or another appointed person, may keep the Board meeting minutes. Utah Code Ann. §17B-1-632 requires the district clerk or other designated person not performing treasurer duties to maintain the financial records for each fund of the local district. Also, Utah Code Ann. §63G-2-101 et seq. (the Government Records Access and Management Act) requires the appointment of a Records Officer.

Appoint a service area clerk (suggestion that an interlocal agreement be entered into with the City for a City employee to perform the statutory service area fiscal clerk duties and for another City employee, possibly the City recorder to be the Records Officer and to attend all HCFSA Board meetings to take minutes.

Utah Code Ann. §17B-1-633 requires the Board to appoint a service area treasurer. The statutory treasurer duties primarily involve the collection and investment of service area funds, thereby maintaining a separation of duties and responsibilities, with the treasurer responsible for incoming funds and the clerk responsible for outgoing funds, including documenting and accounting for all service area expenditures.

Appoint a service area treasurer (suggestion that an interlocal agreement be entered into with the City for the City Treasurer to perform service area treasurer duties. It should be noted that an individual must be appointed to serve as clerk and a different individual must be appointed to serve as treasurer.

Utah Code Ann. §17B-1-639 and 640 require that the Board appoint an independent auditor and, within 180 days after the close of each fiscal year, that the service area prepare an annual financial report in conformity with generally accepted accounting principles as prescribed in the Uniform Accounting Manual for Local Districts. A copy of the annual financial report or the audit report prepared by the independent auditor must be furnished to the State Auditor and be filed as a public document in the district office.

**ALTERNATIVES:**

The Board of Trustees could appoint other individuals to fulfil operational needs.

**FISCAL IMPACT:**

There is no fiscal impact to appoint individuals to fulfil operational needs; however, an Interlocal Agreement would be considered to reimburse administrative expenses.

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION NO. RES\_\_-2022**

**A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA  
APPOINTING A CHIEF EXECUTIVE OFFICER/DISTRICT MANAGER,  
CHIEF FINANCIAL OFFICER, BUDGET OFFICER, DISTRICT CLERK,  
RECORDS OFFICER, DISTRICT TREASURER, AND LEGAL COUNSEL**

**WHEREAS**, the Herriman City Fire Service Area (HCFSA) met in a special meeting on January 26, 2022, to consider, among other things, appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, Records Officer, District Clerk, District Treasurer, and Legal Counsel; and

**WHEREAS**, Utah Code Ann. §17B-1-101 et seq. requires appointment of appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, Records Officer, District Clerk, District Treasurer, and Legal Counsel for the operations of the Herriman City Fire Service Area; and

**WHEREAS**, the Board of Trustees of the HCFSA has determines it necessary to appoint appointing a Chief Executive Officer/District Manager, Chief Financial Officer, Budget Officer, Records Officer, District Clerk, District Treasurer, and Legal Counsel for the operations of the HCFSA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees that Nathan Cherpiski be appointed Chief Executive Officer/District Manager, that Alan Rae be appointed Chief Financial Officer/Budget Officer, that Jackie Nostrom be appointed Records Officer/District Clerk and to attend all HCFSA meetings to take minutes, that Leslie Anglin be appointed District Treasurer, and that Chase Andrizzi be appointed general legal counsel to the HCFSA and allow for the ability to contract independent counsel to provide an independent review of Interlocal Agreements.

This Resolution assigned No. RES\_\_-2022 shall take effect immediately on passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Board of Trustees of the Herriman City Fire Service Area this 26<sup>th</sup> day of January, 2022.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
District Clerk



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Resolution establishing district offices

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**RECOMMENDATION:**

Approval of a resolution establishing Herriman City Hall located at 5355 West Herriman Main Street as the location of the Herriman City Fire Safety Area district offices

**ISSUE BEFORE COUNCIL:**

Would the Board of Trustees for the Herriman City Fire Service Area like to have the district offices at the Herriman City Hall location?

**BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFA) and provides the HCFA would be governed by a Board of Trustees.

**DISCUSSION:**

Utah State Code §17B-1-101 et seq. requires action including establishing a place for public inspection of the tentative budget, approved budget and where regular meetings would be held.

**ALTERNATIVES:**

If the Board wanted to consider an alternative location to have the district offices located, they may do so at their discretion.

**FISCAL IMPACT:**

There is no fiscal impact to establish the location of the District Offices

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION NO. RES\_\_-2022**

**A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA  
ESTABLISHING DISTRICT OFFICES**

**WHEREAS**, the Herriman City Fire Service Area (HCFSA) met in a special meeting on January 26, 2022, to consider, among other things, establishing district offices; and

**WHEREAS**, Utah Code Ann. §17B-1-101 et seq. requires various action including establishing a place for public inspection of the tentative budget and approved budget; and

**WHEREAS**, the Board of Trustees of the HCFSA has determines it necessary to establish a place for public inspection of the tentative budget and approved budget and establishing a district office.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees that the Herriman City Offices located at 5355 West Herriman Main Street Herriman Utah be the be the place designated for public inspection of the tentative budget and approved budget and district offices.

This Resolution assigned No. RES\_\_-2022, shall take effect immediately on passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Board of Trustees of the HCFSA this 26<sup>th</sup> day of January 2022.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
City Recorder



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Approving and establishing the amount of bond for the faithful performance of the Herriman City Fire Safety Area Board of Trustees' duties

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### **RECOMMENDATION:**

Approval of a resolution establishing the amount of bond for the faithful performance of the member's duties.

### **ISSUE BEFORE COUNCIL:**

How much would the Board of Trustees like to have the bond amount set for based on the faithful performance of the member's duties?

### **BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFSA) and provides the HCFSA would be governed by a Board of Trustees composed of five members appointed by the City Council in accordance with state code.

### **DISCUSSION:**

Utah Code Ann. §17B-1-303(7) mandates that each board member give a bond for the faithful performance of the member's duties, in the amount and with the sureties prescribed by the Board. The required bond may be a "blanket bond" which would have to be approved by the Board. The cost of the obtaining a bond covering each Trustee is to be paid by HCFSA, however, since HCFSA will have no funds of its own, it may be appropriate for the City and HCFSA to enter into an interlocal agreement pursuant to which the City will loan funds to the service area sufficient to enable it to operate until property taxes can be established, assessed, and collected.

### **ALTERNATIVES:**

The Board may establish a different amount for the bond, if deemed necessary.

### **FISCAL IMPACT:**

There would also have a fiscal impact to cover the cost for the bond for the faithful performance of the member's duties, in the amount and with the sureties prescribed by the Board. The cost of the surety bond is anticipated to cost \$150. This funding would be reimbursed at a future date by the HCFSA.

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION NO. RES\_\_-2022**

**A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA  
ESTABLISHING THE AMOUNT OF BOND FOR THE FAITHFUL  
PERFORMANCE OF THE MEMBER'S DUTIES**

**WHEREAS**, the Herriman City Fire Service Area (HCFSA) met in a special meeting on January 26, 2022, to consider, among other things, a resolution of the Herriman City Fire Service Area establishing the amount of bond for the faithful performance of the member's duties; and

**WHEREAS**, Utah Code Ann. §17B-1-303(7) requires each member of a board of trustees shall give a bond for the faithful performance of the member's duties, in the amount and with the sureties prescribed by the Board of Trustees of the HCFSA (Board of Trustees); and

**WHEREAS**, the Board of Trustees has determined that the amount of the bond for faithful performance of the member duties shall be in the amount of \$10,000; and

**WHEREAS**, the Board of Trustees has determined that the surety be \$10,000; and

**WHEREAS**, the Board of Trustees direct that the bonds issued by Utah Local Government Trust be filed with the City Recorder.

**NOW, THEREFORE, BE IT RESOLVED** that each member shall provide a bond in the amount of \$10,000 for the faithful performance of the member's duties, that the bond be issued by Utah Local Government Trust, that each member file the issued bond with the City Recorder. And that the HCFSA pay the cost of each bond.

This Resolution, assigned No. RES\_\_-2022 shall take effect immediately on passage and acceptance as provided herein.

**PASSED AND APPROVED** by the governing body of the Agency this 26<sup>th</sup> day of January, 2022.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
City Recorder



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Resolution adopting the Herriman City Fire Service Area policies and procedures

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**RECOMMENDATION:**

Approval of a resolution adopting the Herriman City Fire Service Area Policies and Procedures.

**ISSUE BEFORE COUNCIL:**

Would the Board of Trustees like to adopt the HCFSA policy and procedures as presented?

**BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFSA) and provides the HCFSA would be governed by a Board of Trustees composed of five members appointed by the City Council in accordance with state code.

**DISCUSSION:**

Utah Code Ann. §17B-1-310 provides that the Board shall adopt rules of order and procedure to govern a public meeting of the Board, conduct a public meeting in accordance with such rules of order and procedure, and make the rules of order and procedure available to the public at each meeting of the Board and on the local district's public website, if there is one.

**ALTERNATIVES:**

The Board may alter the policies and procedures as deemed necessary.

**FISCAL IMPACT:**

There is no fiscal impact to the budget to adopt policies and procedures.

**ATTACHMENT:**

HCFSA Board Policies and Procedures.

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION NO. RES\_\_-2022**

**A RESOLUTION OF THE HERRIMAN CITY FIRE SERVICE AREA  
APPROVING BOARD MEETING POLICIES AND PROCEDURES**

**WHEREAS**, the Herriman City Fire Service Area (HCFSA) met in a special meeting on January 26, 2022, to consider, among other things, approving Board meeting policies and procedures; and

**WHEREAS**, Utah Code Ann. §17B-1-101 et seq. requires various action including establishing Board meeting policies and procedures; and

**WHEREAS**, the Board of Trustees of the HCFSA has determines it necessary to establish Board meeting policies and procedures a copy of which is attached hereto; and

**WHEREAS**, the Board of Trustees has reviewed the attached Board meeting policies and procedures and finds them acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees that the attached Board meeting policies and procedures be adopted.

This Resolution, assigned No. RES\_\_-2022, shall take effect immediately on passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Board of Trustees of the HCFSA this 26<sup>th</sup> day of January, 2022.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
District Clerk

**HERRIMAN CITY FIRE SERVICE AREA  
POLICIES AND PROCEDURES  
BOARD MEETINGS**

**I. BACKGROUND**

- A. **Policy:** This shall be known as Herriman City Fire Service Area (HCFSA) Board Meeting Policy.
- B. **Purpose:** The Policy establishes guidelines for meetings of the HCFSA Board, including how meetings are to be convened, how they are to be conducted, and how minutes are to be prepared and approved.

**II. COMPLIANCE WITH STATE LAW**

- A. **Application of the Open and Public Meetings Act:** In adopting the Policy, HCFSA recognizes the application of the Open and Public Meetings Act, UTAH CODE ANN. §52-4-101 *et. seq.* as it may be modified, amended, superseded, or replaced from time-to-time. Terms used in this Policy that are defined in the Act shall have the defined meanings. Any inconsistency or conflict between this Policy and applicable provisions of the Act shall be governed by the Act.
- B. **Definitions:** The definitions stated in UTAH CODE ANN. § 52-4-103 are incorporated herein by reference.

**III. MEETING NOTICE AND AGENDA**

- A. **Required Annual Notice:** The HCFSA Board will, either shortly prior to or at the beginning of each calendar year, establish an annual meeting schedule, including the date, time and location of each regular Board meeting through the year, and give public notice of the annual meeting schedule as required by law. Notwithstanding the foregoing, any meeting may be rescheduled at the request or on the affirmative vote of a majority of the Board, with notice of the rescheduled meeting to be provided as stated in paragraph III D.
- B. **Special and Emergency Meetings:** The Board may hold special and emergency meetings, provided that they are properly called and notice of every such meeting is given as provided in paragraph III D. No emergency meeting of the Board may be held unless an attempt has been made to notify all members of the Board and a majority of the Board approves holding the meeting. A special meeting of the Board may be called by the Chair and an emergency meeting may be called by the Chair or the Chief Executive Officer/District Manager. Any Board Member or the Chief Executive Officer/District Manager may request that a special meeting of the Board be held, but the approval of the Chair will be required. In the absence of the Chair, the Vice Chair may call or approve either

a special meeting or an emergency meeting of the Board. In the absence of the Chief Executive Officer/District Manager, any person designated by the Chief Executive Officer/District Manager may call an emergency meeting of the Board.

C. **Agenda:** An agenda shall be prepared for every meeting of the Board. Each topic to be considered by the Board shall be listed with reasonable specificity as an agenda item. Any Board meeting agenda may include a public comment, or its functional equivalent, agenda item, and any topic raised by a member of the public may be discussed, even if it is not listed as an agenda item. Any Board Member or the Chief Executive Officer/District Manager may request an item for an agenda, subject to the approval of the Chair. Topics may be identified in the agenda using general references. For example, an agenda reference to “Personnel” or “Personnel Matters” will enable the Board to discuss, consider and act upon any personnel matters, decisions or issues that are brought up at the meeting.

D. **Notice:** Not less than 24 hours’ advance public notice, including the date, time and location, will be given for each regular and special meeting of the Board, by posting a written notice at the principal office of HCFSA and providing notice to at least one newspaper of general circulation in Salt Lake County, Utah, or to a local media correspondent, which notice may be provided by any reasonable means, and be posted on the Utah Public Notice Website created under UTAH CODE ANN. §63F-1-701. If, due to unforeseen circumstances, it is necessary for the Board to hold an emergency meeting to consider matters of an emergency or urgent nature, the foregoing notice requirements may be disregarded and the best notice practicable may be given. These notice requirements are minimum requirements and are not to be construed as precluding such additional postings and notifications as may be directed by the Board. Before any Board Member may participate in a meeting through electronic means, the notice requirements of UTAH CODE ANN. §52-4-207(3) must be satisfied, including providing notice to all Board Members at least 24 hours before the meeting and including in all notices of the meeting a description of how the Board Members will be connected to the electronic meeting, and posting written notice at the anchor location.

E. **Amendments to Agenda:** The agenda of a meeting of the Board may be amended even though notice of the meeting has already been given as provided in paragraph D immediately above, if the amended notice is posted and given in accordance with the requirements of paragraph D at least 24 hours before the scheduled time of the meeting.

#### IV. CONDUCT OF MEETINGS

A. **Quorum**: No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the weighted voting power of the Board, is present. A Board Member who is not physically present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with UTAH CODE ANN. §52-4-207. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except the Board Member who chairs the meeting must be present at the anchor location.

B. **Control of the Meeting**: Unless the Chair or Vice-Chair, as appropriate, is participating in the meeting via electronic communication, each meeting of the Board will be conducted by the Chair, if present or by the Vice-Chair in the absence of the Chair. If neither the Chair nor the Vice Chair is physically present (but there is still a quorum) a Board Member who is physically present at the anchor location will preside over the meeting with the consent of a majority of the Board Members who are physically present at that location. The Board Member chairing the meeting may relinquish the chair to the next Board Member in succession, other than a Board Member participating via electronic communication, at any time during the meeting. The Board Member chairing a meeting may discuss every matter coming before the Board, make, second and vote on motions, and otherwise fully participate in the meeting.

C. **Public Participation**: Time for public comment may, at the discretion of the Chair, be allowed at any meeting of the Board in accordance with the following:

1. Each speaker will be expected to state his or her name before directing comments to the Board.
2. The public comment portion of a meeting is not a question and answer session. Rather, it is intended to enable the Board to receive testimony and input from the public. Any member of the public who has questions regarding any aspect of HCFSA's operations is encouraged to contact the Chief Executive Officer/District Manager or an appropriate staff member outside of the meeting, including staying after the meeting has been adjourned.
3. The purpose of public comment is to allow citizens to address the and each speaker will be asked to complete a written comment form and present it to the Recorder. In general, the chair will allow an individual two minutes to address the Board. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for

an item to be considered at a future meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

**D. Expulsion From a Meeting:** The right to attend and observe a public meeting does not include the right to otherwise participate in that meeting unless it is a public hearing. Public participation in HCFSA Board meetings is a privilege granted by the Board in the interest of open government, but is not a right. Any person who willfully disrupts a Board meeting to the extent that the orderly conduct of the meeting is seriously compromised may be removed from the meeting. Should the person refuse to leave the meeting when asked to do so by the Board Member chairing the meeting, security personnel or law enforcement officials may be called to remove the person.

**E. Closed Meetings:** Except as otherwise provided in this paragraph E, all meetings of the Board are to be open to the public. A meeting, or a portion of a meeting, may be closed to the public upon a two-thirds affirmative vote of the Board Members present at the meeting, provided that a quorum is then present. A meeting may be closed for any of the reasons specified in UTAH CODE ANN. §52-4-205.

**F. Conduct of a Closed Meeting:** The Board Members may not approve any resolution, rule, regulation, contract or appointment during a closed meeting. The identity of the specific person whose character, competence or health is to be discussed, the identity of the parties to pending or reasonably imminent litigation, or the identity of property which the Board is considering purchasing, exchanging or leasing need not be stated in the motion to close the meeting or in the public portion of the meeting where such disclosure might infringe on the confidence necessary to fulfill the purpose of closing the meeting. Only the Board Members, and those persons designated by the Board, may be present during a closed meeting.

**G. Recording of Meetings:** HCFSA is required to record all Board meetings. Any other person in attendance may record all or any part of an open meeting, provided that the recording does not interfere with the conduct of the meeting. HCFSA's recording of a meeting is to be maintained for such period of time as established by State Archives for municipalities (or for local districts, should State Archives approve a standard records retention schedule for such districts).

## **V. ELECTRONIC MEETINGS**

**A. Adoption by Reference:** The Board hereby adopts by this reference the electronic meetings rules, regulations, and policies adopted by Herriman City.

## **VI. MINUTES AND RECORDINGS**

- A. **Adoption by Reference:** The Board hereby adopts by this reference the minutes and recording rules, regulations, and policies adopted by Herriman City.

## **VII. ANNUAL TRAINING**

The Board Chair is responsible, under UTAH CODE ANN. §52-4-104, to ensure that members of the Board are provided with annual training on the requirements of the Open and Public Meetings Act. The training may be “in-house” or may be satisfied through attending the annual convention of the Utah Association of Special Districts or other training provided by the Association or by the office of the State Auditor or by the Association and the State Auditor acting jointly, or by attending any other training approved by the Chair.

## **VIII. APPLICATION OF THE POLICY**

Neither this Policy nor the Act shall apply to any chance meeting or social meeting or gathering of any Board Members provided, however, that such chance meeting or social meeting or gathering shall not be used to circumvent this Policy. Similarly, any number of Board Members not constituting a quorum may meet and may discuss HCFSa business. Otherwise, this Policy shall apply to all regular, special and emergency meetings of the Board.



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Approval of an Interlocal Cooperative Agreement with Herriman City

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**RECOMMENDATION:**

Approval of a resolution entering into an Interlocal Agreement with Herriman City

**ISSUE BEFORE COUNCIL:**

Should the Herriman City Fire Service Area enter into an Interlocal Agreement with Herriman City for administrative and legal services?

**BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFSA).

**DISCUSSION:**

Since HCFSA will have no funds of its own, it may be appropriate for the City and HCFSA to enter into an interlocal agreement pursuant to which the City will loan funds to the service area sufficient to enable it to operate until property taxes can be established, assessed, and collected. It is also recommended arrangements be made through the Interlocal Agreement to provide publication and legal services as needed. The City would have to request, in writing, the amount owed.

**ALTERNATIVES:**

The Board may determine to negotiate administrative and legal service fees with Herriman City.

**FISCAL IMPACT:**

The Interlocal Agreement contemplates the Board would pay for administrative and legal services annually in an amount not to exceed \$17,500.

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION RES\_\_-2022**

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN HERRIMAN  
CITY FIRE SERVICE AREA AND HERRIMAN CITY**

**WHEREAS**, the Board of Trustees of the Herriman City Fire Service Area met in special meeting on January 26, 2022, to consider, among other things, approving an Interlocal Agreement between the Herriman City Fire Service Area and Herriman City; and

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

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

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

1. That the Interlocal Agreement between the City and HCFSA be and is approved in the form attached hereto and that the Chair of the Board of HCFSA is authorized and directed to execute and deliver the same.
2. That the Interlocal Agreement will become effective when and as stated in the Interlocal Agreement, but this Resolution shall be effective immediately upon its passage.

**PASSED AND APPROVED** by the Board of Trustees of the HCFSA this 26<sup>th</sup> day of January 2022.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
District Clerk

**ATTACHMENT A**  
**INTERLOCAL AGREEMENT**

**INTERLOCAL COOPERATION AGREEMENT**  
**between**  
**HERRIMAN CITY FIRE SERVICE AREA**  
**and**  
**HERRIMAN CITY**

THIS INTERLOCAL COOPERATION AGREEMENT is made and executed this 26<sup>th</sup> day of January, 2022, by the between the Herriman City Fire Service Area, a local district of the State of Utah (HCFSA) and Herriman City, a municipal corporation of the State of Utah. HCFSA and City are referred collectively to as the “Parties”.

**RECITALS**

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

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

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

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

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

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

**AGREEMENT**

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

**1. Identification of Services:**

(a) General. The City agrees to timely provide the following services to HCFSA: (a) posting and public notice services, (b) fiscal and clerk services, (c) facility services, (d) management services, (e) treasurer services, (f) record taking and keeping services, (g) independent auditor services (based on single audit rules), and (h) legal services (collectively the “Services”). In addition, City agrees to advance funds to HCFSA or incur and/or pay obligations on behalf of HCFSA for HCFSA’s creation, operations, and ongoing obligations (“Funding Services”). The City shall provide the Services in a professional, reasonable, and responsive

manner in compliance with all applicable laws, ordinances, rules and regulations, requirements, and standards of performance. Subject to the foregoing, the exact nature of how the Services are to be provided, the discipline of City personnel, and any other matters incidental to providing the Services shall remain with the City. The City agrees that its provision of the Services pursuant to this Agreement includes the use of City personnel, equipment, buildings, supplies, assets, and support services necessary to provide such Services, as set forth herein. Except as otherwise specifically provided in this Agreement, the City and HCFSA acknowledge and agree that the HCFSA Board of Trustees shall retain all policy decision-making authority with regard to the type, scope, and quality of the Services provided under this Agreement. The Parties agree to cooperate with each other to bring costs in line with estimated budgeted amounts and available funds.

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

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

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

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

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

(g) Use of City Personnel; Independent Contractors. In performing the Services, the City shall furnish and supply all necessary labor, supervision, equipment communication facilities, uniforms, badges, and other items necessary and incident to the provision of the subject Service in compliance with all requirements of the Americans with Disabilities Act and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the City and as directed by HCFSA. As provided herein, the Services shall be provided and supervised by City

employees. City employees shall remain City employees for all legal purposes, including salary, rights, and benefits, and shall retain their respective seniority, merit status, and all other conditions of City employment. Except as specifically provided herein, HCFSA shall not have any obligation or liability for the payment of any salaries, wages, or other compensation to the persons providing Services hereunder. The relationship of the City, and of any City employee, with HCFSA under this Agreement shall be that of an independent contractor. The City has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, workers' compensation, and disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between HCFSA and the City, or the City's employees, of employer and employee, partners, or joint ventures. Should HCFSA have any criticism, concern, or recommendation regarding any City employee, specifically or generally, HCFSA may raise it directly with the head of the City department or division under which the employee operates. The City shall diligently and appropriately address any issue raised by HCFSA.

## **2. Consideration**

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

## **3. Duration and Termination**

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

## **4. Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The parties agree that they do not by this Agreement create an Interlocal entity.

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

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

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

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

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

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

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

6. **Insurance.** The City shall be responsible for insuring all of its employees, buildings and assets, and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker's compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, and umbrella liability insurance, for the benefit of both the City and HCFSA, in such amounts as may be prudent or legally required to protect against any and

every risk, loss, cost, damage and/or liability respecting the provision of the Services, the City's employees, and the City's buildings and assets as referenced above, etc. Notwithstanding the foregoing, HCFSA acknowledges that the City may be self-insured as deemed prudent by the City Council. HCFSA may carry such additional insurance as may be deemed prudent by the HCFSA Board of Trustees.

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

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

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

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

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

(d) **Severability.** The provisions of this Agreement are severable and, should any provision hereof be held to be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect any other provision of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

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

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

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

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

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

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

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

(m) Disclosure and Waiver of Conflict. In connection with the preparation of this Agreement, the City and the HCFSa acknowledge that: (i) the attorneys that prepared this Agreement cooperated and acted as legal counsel to the City with respect to the creation of HCFSa; and (ii) the City and HCFSa are hereby advised that the interests of the City and of HCFSa may be opposed to each other and, accordingly, the attorneys’ representation of the City and HCFSa may not be in the best interests of the City and/or HCFSa. Notwithstanding the

foregoing, the City and the HCFSA (i) desire the attorneys to represent the City and HCFSA, respectively, with respect to the preparation of this Agreement; and (ii) jointly and severally forever waive and release any and all claims that the attorneys' representation of the City and/or HCFSA constitutes a conflict of interest.

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

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
District Clerk

Approved as to Form and Compliance  
with Applicable Law:

By \_\_\_\_\_  
Chase Andrizzi  
Attorney for HCFSA

HERRIMAN CITY

By \_\_\_\_\_  
Nathan Cherpeski, City Manager

ATTEST:

By \_\_\_\_\_  
Jackie Nostrom, MMC  
City Recorder

Approved as to Form and Compliance  
with Applicable Law:

By \_\_\_\_\_  
Chase Andrizzi, City Attorney

## **Exhibit A**

- \$10,000 for administrative services
- \$7,500 for legal services

## **Exhibit B**

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



## STAFF REPORT

**DATE:** January 12, 2022

**TO:** The Honorable Mayor and City Council

**FROM:** Jackie Nostrom, City Recorder

**SUBJECT:** Approving of a resolution adopting a formal seal

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**RECOMMENDATION:**

Approval of a resolution adopting an official district seal

**ISSUE BEFORE COUNCIL:**

Would the Board of Trustees like to adopt a formal seal to use for official purposes, and if so, would accept the seal as proposed?

**BACKGROUND/SUMMARY:**

Herriman City Council approved Resolution No. R21-2021, which authorized the creation of the Herriman City Fire Safety Area (HCFSA) and provides the HCFSA would be governed by a Board of Trustees.

**DISCUSSION:**

Utah Code Ann. §17B-1-301 et. Seq. provides that the Board may select and use an official district seal, after a formal adoption.

**ALTERNATIVES:**

The Board may request a different seal.

**FISCAL IMPACT:**

There would be a minimal impact to the budget as a seal would need to be purchased to use on physical documents. The estimated cost is \$50.

**HERRIMAN CITY FIRE SERVICE AREA  
RESOLUTION NO. RES\_\_-2022**

**A RESOLUTION ADOPTING A FORMAL SEAL**

**WHEREAS** the Board of Trustee (“Board”) of the Herriman City Fire Service Area (HCFSA) met in a special meeting on January 26, 2022, to consider, among other things, adopting a formal seal;

**WHEREAS**, Utah Code Ann. §17B-1-301 et seq. provides among other things that the Board may select and use an official district seal; and

**WHEREAS**, the Board desires to select a seal; and

**WHEREAS**, the Board has determined that it would be in the best interests of the health, safety and welfare of the inhabitants of the HCFSA to select a formal seal.

**NOW, THEREFORE, BE IT RESOLVED** by the Board that an official seal be hereby selected and adopted in the form presented to the Board, the impression of which is set forth below, and such seal may be affixed or impressed as required on any instrument or document of the HCFSA.



This Resolution shall take effect immediately.

**HERRIMAN CITY FIRE SERVICE AREA**

By \_\_\_\_\_  
Lorin Palmer, Chair

Attest:

\_\_\_\_\_  
Jackie Nostrom, MMC  
District Clerk