

## SOUTH WEBER CITY COUNCIL AGENDA

**PUBLIC NOTICE** is hereby given that the **City Council of SOUTH WEBER CITY**, Utah, will meet in a regular public meeting on **Tuesday, 16 May 2017** at the **City Council Chambers, 1600 E. South Weber Dr.**, commencing at **5:00 p.m.**

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### **COUNCIL MEETING:**

**5:00 p.m.**      APPROVAL OF AGENDA  
DECLARATION OF CONFLICT OF INTEREST

#### **1. ACTIVE AGENDA:**

- a. Employee Compensation Analysis Report and Compensation Philosophy Adoption
- b. Transfer \$5,000 from FY 2016-2017 Budget Park's Fund for Trees to FY 2017-2018 Budget and Discuss Planting Locations
- c. **RES 17-20:** 2017-2018 Interlocal Cooperation Agreement with Davis County Sheriff's Office for Dispatch Services
- d. **RES 17-21:** South Weber Polling Location and Davis County Vote Centers

**6:30 p.m.**

2. **PUBLIC COMMENT:** Please keep public comments to 3 minutes or less per person (no action to be taken)

**6:35 p.m.**

#### **3. REPORTS:**

- a. Mayor – on designated committee responsibilities
- b. City Council – on designated committee responsibilities
- c. City Manager – on current events and future agenda items
- d. Planning Commission Liaison – meeting and current development update

**6:50 p.m.**

#### **4. ADJOURN**

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO:

CITY OFFICE BUILDING

EACH MEMBER OF THE GOVERNING BODY

UTAH PUBLIC NOTICE WEBSITE

[www.pmn.utah.gov](http://www.pmn.utah.gov)

CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com)

THOSE LISTED ON THE AGENDA

**DATE: May 11, 2017**

**CITY RECORDER: Elyse Greiner**

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY THE CITY RECORDER, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177) AT LEAST TWO DAYS PRIOR TO THE MEETING.

\*Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council\*

# SOUTH WEBER CITY

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Compensation Analysis

# ***OBJECTIVES***

- Committee met and established goals and objectives for completing a wage compensation analysis.
- The primary goal and objective is to provide the necessary market data to build competitive pay structures for South Weber.
- The fundamental focus is to remain fiscally responsible, yet have the ability to attract, retain and motivate high performing employees.

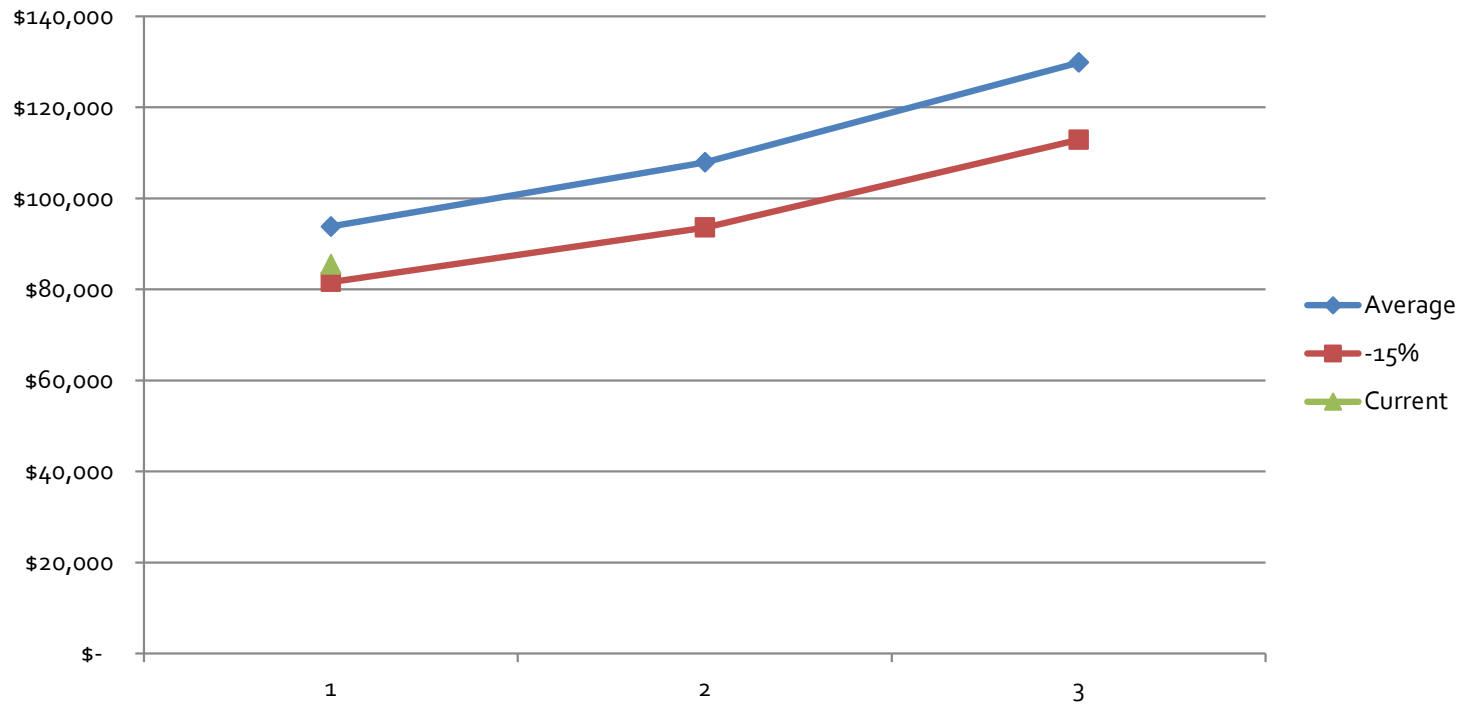
# Benchmark Communities

| Category              | Description  | Reasoning  | Examples*   |
|-----------------------|--|--|---|
| "Area" Community      | Communities that compete with City for employees; particularly neighboring cities.   | Included because few (if any) employees would limit a job search to similar sized cities. Many of our employees look locally for employment opportunities.   | <b>Washington Terrace</b><br><b>Pleasant View</b><br><b>South Ogden</b><br>No Data<br>Harrisville<br>West Haven<br>Sunset<br>Fruit Heights          |
| "Similar" Community   | Communities which are roughly the same size and/or complexity as City.   | Many positions have a scope of responsibility and job complexity more similar to South Ogden City than Layton City (particularly with Exempt Pay Employees). | <b>West Point</b><br><b>Morgan</b><br><b>West Bountiful</b><br><b>North Ogden</b><br><b>Clinton</b><br><b>Vernal</b><br>No Data<br>Nibley<br>Hooper |
| "Next Step" Community | Communities which are somewhat more complex or larger. They may have higher populations or more department depth and complexity. | Most employees looking for career advancement opportunities would look to this kind of community if pay were the determining factor.                         | <b>Farmington</b><br><b>North Salt Lake</b><br><b>Woods Cross</b><br><b>Layton</b><br><b>Kaysville, Clearfield</b><br><b>Centerville, and Roy</b>   |

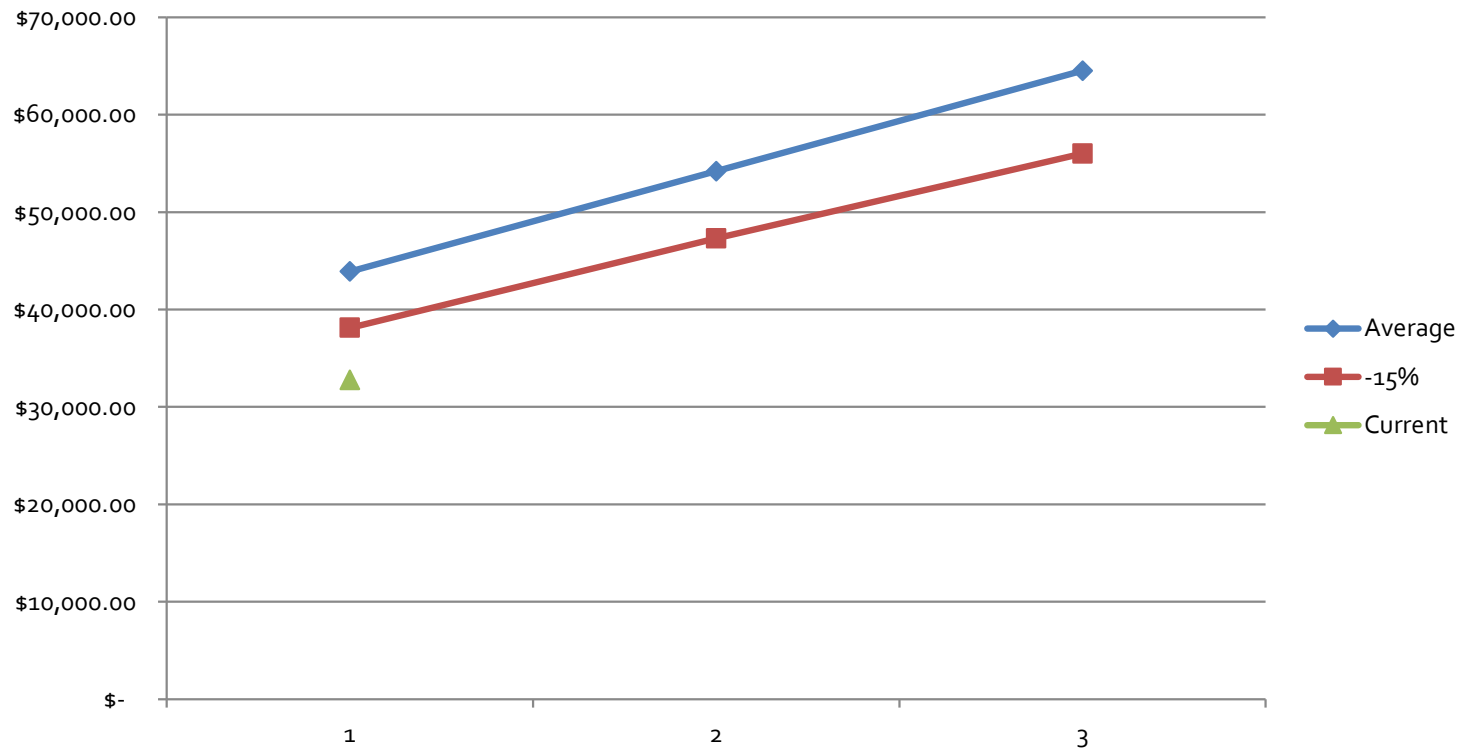
# The Process

1. The most current data was entered into Wasatch Compensation TechNet systems.
2. Job Descriptions were analyzed.
3. Data was compiled and a selection was made by the committee.
4. The recommended selection takes the average of the selected cities and adjusts the positions that were out of range more than -15%. Those ranges (min/mid/max) were adjusted to reflect a -15% below the average.

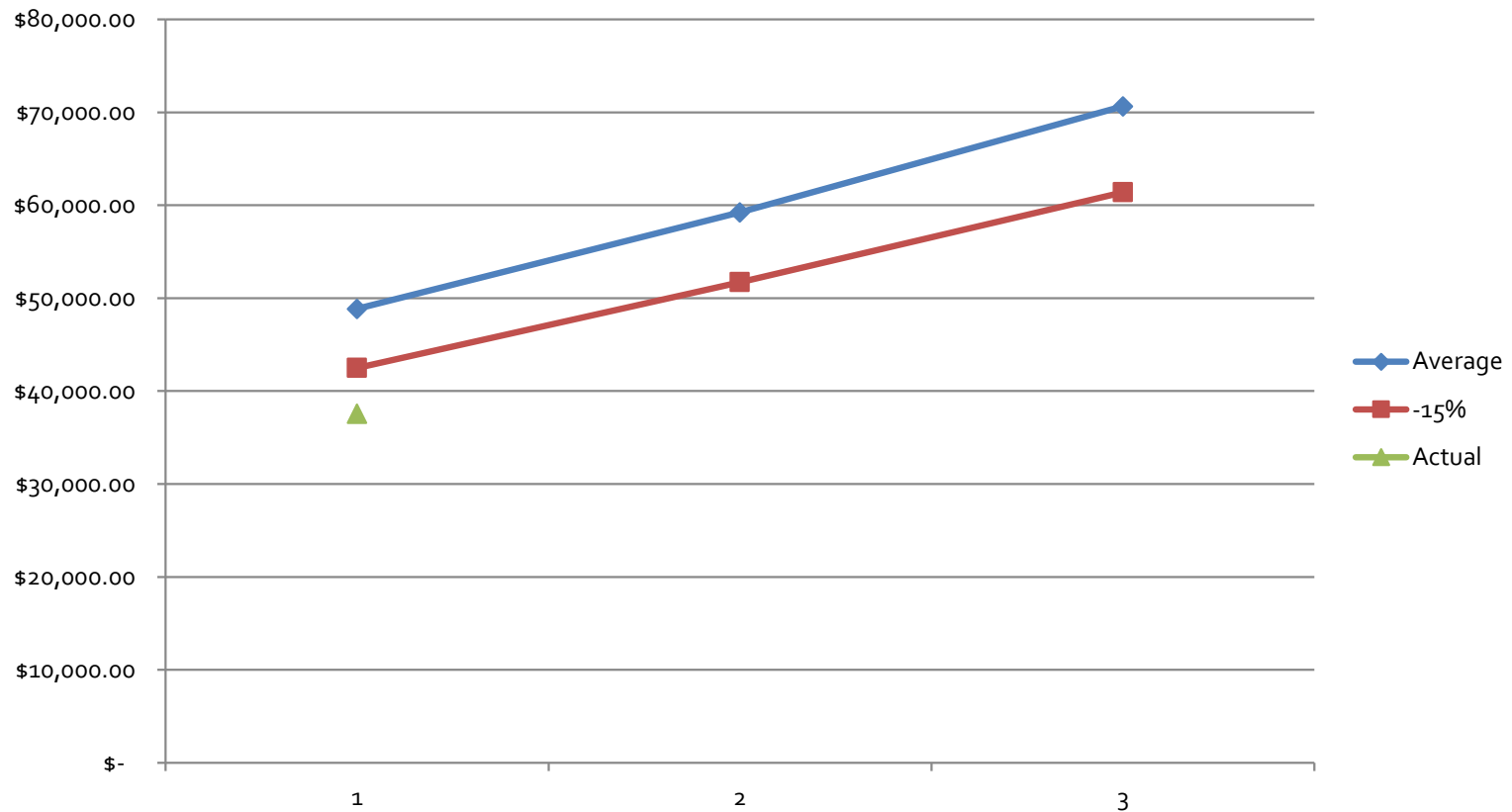
# Example: City Manager



# Parks Superintendent



# Building/SWPP MS<sub>4</sub> Compliance Inspector





# Proposed Ranges

|   |              | Current Range           |              |               | Option 4                 |              |               |
|---|--------------|-------------------------|--------------|---------------|--------------------------|--------------|---------------|
|   |              | Ranges established 2013 |              |               | Adjust range out of -15% |              |               |
|   | Current      | Min                     | Mid          | Max           | Min                      | Mid          | Max           |
| <b>ADMINISTRATION</b>                   |              |                         |              |               |                          |              |               |
| City Manager                            | \$ 85,500.00 | \$ 70,351.00            | \$ 89,966.00 | \$ 109,582.00 | \$ 81,607.16             | \$ 97,238.31 | \$ 112,869.46 |
| Finance Director                        | \$ 68,890.00 | \$ 53,714.00            | \$ 68,690.00 | \$ 83,666.00  | \$ 60,159.68             | \$ 76,096.14 | \$ 92,032.60  |
| City Treasurer                          | \$ 52,000.00 | \$ 38,948.00            | \$ 49,804.00 | \$ 60,659.00  | \$ 38,948.00             | \$ 49,803.50 | \$ 60,659.00  |
| City Recorder                           | \$ 43,680.00 | \$ 38,948.00            | \$ 49,804.00 | \$ 60,659.00  | \$ 43,121.86             | \$ 52,561.19 | \$ 62,000.53  |
| <b>PUBLIC WORKS DEPARTMENT</b>          |              |                         |              |               |                          |              |               |
| Public Works Director                   | \$ 84,615.00 | \$ 53,714.00            | \$ 68,690.00 | \$ 83,666.00  | \$ 64,456.80             | \$ 79,081.36 | \$ 93,705.92  |
| Water System Superintendent             | \$ 57,200.00 | \$ 38,980.00            | \$ 45,956.00 | \$ 52,933.00  | \$ 40,929.00             | \$ 52,224.30 | \$ 63,519.60  |
| Utility Service Worker                  | \$ 31,200.00 | \$ 27,538.00            | \$ 35,216.00 | \$ 42,893.00  | \$ 29,300.89             | \$ 36,188.89 | \$ 43,076.89  |
| Parks Superintendent                    | \$ 32,781.00 | \$ 26,472.00            | \$ 36,380.00 | \$ 46,289.00  | \$ 38,119.68             | \$ 47,064.69 | \$ 56,009.69  |
| Building/SWPP MS4 Compliance Inspector  | \$ 37,544.00 | \$ 33,986.00            | \$ 38,723.00 | \$ 43,460.00  | \$ 42,482.50             | \$ 51,942.39 | \$ 61,402.28  |
| <b>RECREATION</b>                       |              |                         |              |               |                          |              |               |
| Recreation Director                     | \$ 45,302.40 | \$ 41,659.00            | \$ 53,275.00 | \$ 64,891.00  | \$ 38,979.20             | \$ 47,569.60 | \$ 56,160.00  |
| Recreation Coordinator (P/T)            | \$ 12.00     | \$ 11.00                | \$ 12.50     | \$ 14.00      | \$ 13.02                 | \$ 14.37     | \$ 15.72      |
| <b>OFFICE PERSONNEL</b>                 |              |                         |              |               |                          |              |               |
| Court (F/T)                             | \$ 37,440.00 | \$ 28,225.60            | \$ 36,108.80 | \$ 43,971.20  | \$ 28,225.60             | \$ 36,098.40 | \$ 43,971.20  |
| Utility Billing/AP (F/T)                | \$ 16.00     | \$ 26,478.40            | \$ 36,379.20 | \$ 46,280.00  | \$ 27,272.75             | \$ 36,776.38 | \$ 46,280.00  |
| Administrative Assistant (P/T)          | Vacant       | \$ 16.00                | \$ 17.00     | \$ 18.00      | \$ 16.00                 | \$ 17.69     | \$ 19.39      |
| Front Office Assistant (P/T)            | Vacant       | \$ 13.00                | \$ 14.00     | \$ 15.00      | \$ 13.00                 | \$ 14.05     | \$ 15.10      |
| Front Desk Assistant (Rec Recept) (P/T) | \$ 9.00      | \$ 9.00                 | \$ 9.00      | \$ 9.00       | \$ 9.99                  | \$ 11.84     | \$ 13.68      |
| <b>FIRE PERSONNEL</b>                   |              |                         |              |               |                          |              |               |
| Chief                                   | \$ 15.00     |                         |              |               |                          |              |               |
| Captain                                 | \$ 15.00     |                         |              |               |                          |              |               |
| Level 3                                 | \$ 15.00     |                         |              |               |                          |              |               |
| Level 2                                 | \$ 13.50     |                         |              |               |                          |              |               |
| Level 1                                 | \$ 12.00     |                         |              |               |                          |              |               |

# **RESOLUTION 17-20**

## **A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH WEBER CITY AND DAVIS COUNTY FOR DISPATCH SERVICES**

**WHEREAS**, South Weber City has determined that it is in the best interest of the public and for the general health, safety, and welfare of its citizens that a 9-1-1 emergency telephone service be operated, maintained and administered by Davis County;

**WHEREAS**, Davis County, through the 9-1-1 communications center operated by the Davis County Sheriff's Office provides dispatch services within the limits of Davis County and desires to permit the City to benefit from said services; and

**WHEREAS**, an interlocal agreement is authorized by the Interlocal Cooperation Act, as set forth in 11-13-101 et seq., Utah Code Annotated;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of South Weber City that the attached Interlocal Cooperation Agreement between Davis County and South Weber City be approved.

**PASSED AND ADOPTED** by the City Council of South Weber City this **16<sup>th</sup> day of May, 2017**.

**APPROVED**

\_\_\_\_\_  
**Tamara Long, Mayor**

**Attest:**

\_\_\_\_\_  
**Elyse Greiner, City Recorder**

Roll call vote was as follows:

|              |     |    |
|--------------|-----|----|
| Mr. Taylor   | yes | no |
| Mr. Hyer     | yes | no |
| Mrs. Sjoblom | yes | no |
| Mr. Casas    | yes | no |
| Mr. Winsor   | yes | no |

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and South Weber City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

### **Recitals**

- A. WHEREAS, the Parties, pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;
- B. WHEREAS, the County, through the 9-1-1 communications center (the "Center") operated by the Davis County Sheriff's Office ("DCSO"), provides dispatch services within the limits of Davis County;
- C. WHEREAS, the City desires to benefit from the services of the County, DCSO, and the Center as specified in this Agreement; and
- D. WHEREAS, the County desires to permit the City to benefit from the services of the County, DCSO, and the Center as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

### **1. Services.**

- 1.1. The County, through DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

### **2. Equipment.**

- 2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the "County Equipment"). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale,

- replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- 2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:
- 2.2.1. Prior to dispatching equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;
  - 2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment and be a party to a valid maintenance agreement that covers the maintenance of such equipment;
  - 2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through DCSO and the Center, at least twenty-four (24) hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and
  - 2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.
3. Compensation. For the 2017 fiscal year (July 1, 2017 through June 30, 2018), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:
- 3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**SOUTH WEBER CITY FIRE**

| <b><u>2012</u></b> | <b><u>2013</u></b> | <b><u>2014</u></b> | <b><u>2015</u></b> | <b><u>2016</u></b> | <b><u>Total</u></b> | <b><u>5 Year Avg.</u></b> | <b><u>Price Per Call</u></b> | <b><u>Total<br/>(July 2017 - June 2018)</u></b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|---------------------------|------------------------------|---|
| 198                | 198                | 208                | 221                | 262                | 1087                | 217                       | \$28.84                      | \$6,258.28                                      |

- 3.2. Police Department fees are charged per officer (See Table Below): **Only for cities with their own Police Department.**

**POLICE**

| <u><b>Officers</b></u> | <u><b>Price Per Officer</b></u> | <u><b>Total (July 2017-June 2018)</b></u> |
|------------------------|---------------------------------|---|
| 0                      | 0                               | 0   |

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").
5. Term of Agreement. The term of this Agreement shall begin as of July 1, 2017 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2018 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 6.1. The mutual written agreement of the Parties;
  - 6.2. By either party:
    - 6.2.1. After any material breach of this Agreement; and
    - 6.2.2. Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 6.2.3. After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
  - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
  - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER

OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

|   |   |
|---|---|
| <u>To the City:</u><br>South Weber City<br>Attn: City Manager<br>1600 East South Weber Drive<br>South Weber, UT 84405 | <u>To the County:</u><br>Davis County<br>Attn: Chair, Board of County Commissioners<br>P.O. Box 618<br>Farmington, UT 84025 |
|---|---|

8. Indemnification and Hold Harmless.

- 8.1. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.
- 8.2. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.
9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services,

even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither

this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third



party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SOUTH WEBER CITY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SOUTH WEBER CITY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor

Dated: \_\_\_\_\_

Approved as to Form and legality:

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_

# RESOLUTION 17-21

## A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING THE COMBINATION OF VOTING PRECINCTS AND DESIGNATION OF VOTE CENTERS FOR 2017 MUNICIPAL ELECTION

**WHEREAS**, South Weber Voting Precincts 1, 2, 3, and 4 shall be combined for the 2017 Municipal Primary Election which may be held on 15 August 2017 and the 2017 Municipal General Election to be held on 7 November 2017;

**WHEREAS**, for said Elections the City Council shall designate the following polling location in South Weber City and approve the attached polling locations in Davis County as Vote Centers:

South Weber Family Activity Center  
1181 E. Lester St.  
South Weber, UT 84405

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of South Weber City that the South Weber City polling location and Davis County Vote Centers be approved.

**PASSED AND ADOPTED** by the City Council of South Weber City this **16<sup>th</sup> day of May, 2017**.

**APPROVED**

\_\_\_\_\_  
**Tamara Long, Mayor**

**Attest:**

\_\_\_\_\_  
**Elyse Greiner, City Recorder**

Roll call vote was as follows:

|              |     |    |
|--------------|-----|----|
| Mr. Taylor   | yes | no |
| Mr. Hyer     | yes | no |
| Mrs. Sjoblom | yes | no |
| Mr. Casas    | yes | no |
| Mr. Winsor   | yes | no |

| City            | Polling Locations                  | Area in Building  | Address               | City            | State | Zip   |
|-----------------|------------------------------------|-------------------|-----------------------|-----------------|-------|-------|
| Bountiful       | Bountiful Library                  | Auditoriums       | 725 S. Main           | Bountiful       | UT    | 84010 |
| Centerville     | Centerville Elementary             | Courtyard         | 350 N. 100 E.         | Centerville     | UT    | 84014 |
| Clearfield      | Clearfield City Hall               | Multipurpose Room | 55 S. State St.       | Clearfield      | UT    | 84015 |
| Clinton         | Clinton Rec Admin Bldg             | Meeting Room      | 1651 W. 2300 N.       | Clinton         | UT    | 84015 |
| Farmington      | Farmington Comm. Center            | Multipurpose Room | 120 S. Main St        | Farmington      | UT    | 84025 |
| Kaysville       | Kaysville City Hall                | Council Room      | 23 E. Center St.      | Kaysville       | UT    | 84037 |
| Layton          | Ellison Park Elementary            | Gym               | 800 N. Cold Creek Way | Layton          | UT    | 84041 |
| Layton          | Layton High                        | Auditorium        | 440 Lancer Lane       | Layton          | UT    | 84041 |
| North Salt Lake | North Salt Lake City Hall          | Council Room      | 10 East Center Street | North Salt Lake | UT    | 84054 |
| South Weber     | South Weber Family Activity Center | Multipurpose Room | 1181 E. Lester Dr     | South Weber     | UT    | 84405 |
| Sunset          | Sunset City Hall                   | Sunset Room       | 200 W. 1300 N.        | Sunset          | UT    | 84015 |
| Syracuse        | Syracuse Community Center          | Gym               | 1912 W. 1900 S.       | Syracuse        | UT    | 84075 |
| West Bountiful  | West Bountiful City Hall           | Council Room      | 550 N. 800 W.         | West Bountiful  | UT    | 84087 |
| West Point      | West Point City Hall               | East Meeting Room | 3200 W. 300 N.        | West Point      | UT    | 84015 |
| Woods Cross     | Woods Cross City Hall              | Council Room      | 1555 S. 800 W.        | Woods Cross     | UT    | 84087 |