

**RESOLUTION 23-36**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING CITY MANAGER EMPLOYMENT CONTRACT**

**WHEREAS**, South Weber’s current City Manager David Larson began employment with South Weber as City Manager on May 14, 2018; and

**WHEREAS**, Council was anxious to retain him and therefore renegotiated his contract in November of 2020; and

**WHEREAS**, the Mayor and Council have worked to create an agreement which is advantageous for Mr. Larson and for the city;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The City Manager Employment Contract attached in Exhibit 1 is hereby approved.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 22nd day of August, 2023.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST

  
Rod Westbroek, Mayor

  
Attest:  Lisa Smith, Recorder

**EXHIBIT 1**  
**CITY MANAGER EMPLOYMENT**  
**CONTRACT**

## **SOUTH WEBER CITY MANAGER EMPLOYMENT AGREEMENT**

THIS SOUTH WEBER CITY MANAGER EMPLOYMENT AGREEMENT ("**Agreement**") is made and entered into this 22nd day of August, 2023 ("**Effective Date**"), by and between South Weber City, a Utah Municipal Corporation ("**City**"), and David James Larson ("**Manager**"). City and Manager are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**"

### **RECITALS**

WHEREAS, Manager is currently employed by City as City Manager; and

WHEREAS, City desires to continue to employ the services of Manager as the City Manager of South Weber, Utah; and

WHEREAS, City desires to:

- a. provide certain benefits to Manager;
- b. establish certain conditions of employment;
- c. set working conditions of Manager; and
- d. secure and retain the services of Manager and provide a just means for terminating Manager's service.

### **TERMS**

NOW THEREFORE, in consideration of the mutual covenants herein contained and pursuant to the requirements of South Weber City Code, City hereby appoints David James Larson to continue as its City Manager and contracts with Manager to perform the duties of City Manager as defined in this Agreement and the City Code; and

Manager hereby accepts such employment and will act in such capacity for City pursuant to the terms and at the compensation set forth in this Agreement.

#### 1. POWERS AND DUTIES

City hereby agrees to employ David James Larson as the City Manager of South Weber City to exercise powers and perform the duties specified in the City Code, and all other relevant portions of the City and State codes, and to loyally and faithfully perform other legally permissible and proper duties as the Council may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, city ordinances, or State or Federal law, unless expressly impermissible within such applicable authorities. Manager and City recognize that it is important that Manager, as reasonably possible, be present at City offices

during normal business hours of the City, but also recognize that Manager will attend many offsite meetings as well as meetings outside of normal business hours on behalf of the City. Accordingly, Manager shall make a good faith effort to be present at the City offices during normal business hours, excepting Manager's performance of City business offsite, and subject to Manager's reasonable adjustment for Manager's duties before and after normal business hours.

2. TERM

a. The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date and ending five (5) years thereafter (“**Expiration Date**”). By resolution of the City Council, this Agreement may be renewed or extended by the City at any time and for an additional period not exceeding the codified incremental limit of five (5) years.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Manager at any time, subject only to the provisions established by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from the position upon thirty (30) days' written notice to City, by way of the Mayor.

c. In the event the Agreement is not renewed prior to the Expiration Date, Manager shall be deemed terminated without cause as defined by Section 9, upon the Expiration Date. Manager and City agree to promote good faith and due diligence in negotiating a renewal agreement before the expiration date.

3. SALARY

a. Manager's annual salary shall be one hundred twenty-five thousand dollars (\$125,000) to be divided equally over twenty-six (26) pay periods per calendar year.

b. Manager shall be paid installments at the same time as other employees of the City are paid.

c. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies.

d. City wishes to provide an incentive to Manager to remain with the City throughout the term of this Agreement. Therefore, in addition to the annual salary and benefits outlined herein, the City shall pay manager a one-time, lump-sum payment of fifty thousand (**\$50,000**) (“**Incentive Payment**”) if Manager remains employed with the City through the Expiration Date. Manager shall forfeit the Incentive Payment if, before the Expiration Date, he resigns or is terminated for Cause. If City terminates Manager without cause, then it shall pay Manager a pro-rated portion of the Incentive Payment calculated from the Effective Date to the date on which Manager is terminated.

e. The City Council may review and evaluate Manager's performance generally,

and under this Agreement specifically, from time to time at its discretion.

f. The Mayor shall conduct a performance evaluation with the Manager annually in May and recommend a merit increase as deemed appropriate. A review of the Manager's professional goals for the prior year and the upcoming year will be part of the performance evaluation.

#### 4. BENEFITS

All provisions of City's personnel policies and other regulations, directives, policies, practices and procedures of City relating to vacation, sick leave, retirement contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may exist, shall also apply to Manager as they would other department heads of City, excepting that in the case of a waiting period to be eligible for benefits, the waiting period is waived and the eligibility for benefits begins at the commencement date of the Agreement.

a. Manager shall receive four hundred dollars (\$400.00) per month as and for vehicle allowance to cover all use, mileage, fuel, and repairs for Manager's vehicle.

b. Manager shall receive fifty dollars (\$50.00) per pay period for cell phone reimbursement and shall maintain an active cellular service during his time of employment with City.

c. Manager shall accrue vacation leave at a rate of nineteen and one-half (19.5) days (or one-hundred-fifty-six (156) hours) per year, to accrue at the rate of six (6) hours per pay period over 26 pay periods.

d. Manager shall receive an additional 40 hours of vacation leave at the execution of this contract. This is a one-time allocation of leave that shall not repeat annually.

e. Manager and his family, excluding dependents older than twenty-six (26) years of age, are entitled to certain health and other insurance benefits as outlined in City's current Benefits Schedule, subject to change as required by law, or to be made consistent with changes to benefits to all employees. Manager shall pay ten percent (10%) of all such premiums as outlined on said schedule.

f. Manager shall be entitled to participate in the Utah State Retirement program as outlined and governed by the City Council.

#### 5. DISABILITY

If Manager is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any leave for which the Manager has accrued sick leave or is eligible to take pursuant to the Family and Medical Leave Act, City shall have the option to terminate this Agreement, subject to the severance pay requirements of this Agreement. As per City ordinance, the

Finance Director shall act in place of Manager on behalf of City during any such absences, as well as other absences where Manager is not readily available.

6. HOURS OF WORK

a. Manager's normal office hours shall be as determined by the City Council, or otherwise shall be the then current hours of the City offices.

b. When Manager works outside normal office hours on behalf of City, Manager shall be allowed to take administrative time off as an offset, or to adjust his daily hours as per this Agreement.

7. PROFESSIONAL DEVELOPMENT

City will provide through the budgeting process resources, as it deems appropriate, for Manager to attend seminars, short courses, professional association meetings, and similar functions for continued professional development and for the good of City. Manager shall detail all seminars, courses, and meetings including but not limited to: International City Managers Association (ICMA) conferences, Utah League of Cities and Towns (ULCT) conferences and Utah City Management Association (UCMA) conferences, in Manager's annual budget request. Manager shall submit a Travel Request Form to the Mayor for pre-approval of ICMA, UCMA, and ULCT conferences. City agrees to pay the travel costs for Manager, and his spouse for one conference per year, with advance written notice to City, and mutually agreed upon by Manager and City Council. City will reimburse employee for reasonable and customary business expenses, consistent with the City's policies. This will include but not be limited to memberships to professional organizations, conference dues and training, specifically ICMA, UCMA and ULCT.

8. INDEMNIFICATION

City shall provide professional liability insurance to cover Manager against all professional liability claims arising out of an alleged act or omission occurring in the performance of Manager's duties. This coverage shall not cover or apply to any criminal, intentional or grossly negligent conduct, in which case Manager shall indemnify, defend, and hold City harmless from any and all claims, demands, damages, suits, fines, and fees, including all legal costs and fees arising from and/or in any associated with Manager's criminal, intentional and/or grossly negligent activity and/or omissions.

9. TERMINATION

a. Manager may be removed with or without cause by a majority vote of the City's governing body, except that the City Council shall not terminate Manager without cause within six months of January 1<sup>st</sup> following any municipal election where any new member of the governing body takes office. In the event Manager is terminated without cause and Manager is willing and able to perform his duties under this Agreement, then City shall pay the Manager a total cash payment equal to six (6) months' severance with an additional month for every one

(1) year of service, not to exceed nine (9) months aggregate of prorated salary and benefits. Manager shall be compensated for all earned vacation leave. If Manager accepts the severance package, Manager agrees Manager shall be ineligible for unemployment compensation and shall not file for unemployment compensation.

b. In the event Manager resigns or is terminated with cause, Manager will not be entitled to any severance but shall be paid all accrued vacation and other applicable benefits as provided by City's policies and procedures, and any prorated salary and benefits, all up to the time of termination or last date of actual work attendance, as the case may be. Nothing herein shall preclude City from seeking compensation or claims for damages resulting from Manager's actions or failures to act. "Cause" in this Agreement includes the following:

- (i) an intentional act of fraud, embezzlement, theft, or any other material violation of law that occurs during or in the course of Manager's employment with City;
- (ii) intentional damage to City's assets;
- (iii) intentional disclosure of company's confidential information contrary to City's policies;
- (iv) breach of Manager's obligations under this Agreement;
- (v) intentional engagement in any competitive activity which would constitute a breach of Manager's duty of loyalty or of Manager's obligations under this Agreement;
- (vi) intentional breach of any of City's policies and procedures;
- (vii) the willful and continued failure to substantially perform Manager's duties for City, other than as a result of incapacity due to physical or mental illness;
- (viii) willful conduct by Manager that is demonstrably and materially injurious to City, monetarily or otherwise;
- (ix) insubordination to the Council or Mayor; or
- (x) committing sexual harassment, sexual discrimination, fostering a hostile work environment, or discriminating based upon any of the federally or State protected classes.

For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are specified herein, unless it is done, or omitted to be done, by Manager in bad faith or without a reasonable belief that Manager's action or omission was in the best interest of City. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether City learns of it before or after terminating Manager's employment.

c. Contemporaneous with the delivery of the severance pay hereinabove set out,

Manager agrees to execute and deliver to the City a written release releasing City and its officers and employees of and from all claims that Manager may have or claim against City and its officers and employees for claims arising out of or in the course of such officer's or employee's employment with City.

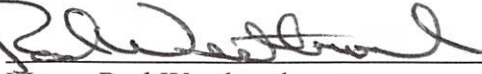
10. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between the parties and supersedes any previous written or verbal agreements. Any changes hereto shall be reduced to writing and agreed upon by both parties.

b. This Agreement shall be effective as set forth above.

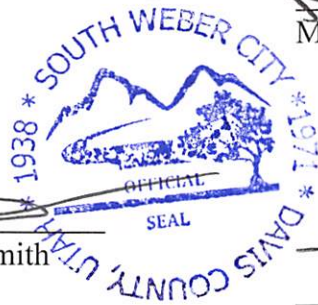
c. If any provision of this Agreement or any portion thereof, is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect, as long as each party receives the material benefit of the bargain of the Agreement.

IN WITNESS WHEREOF, South Weber City has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Recorder, and Manager has signed and executed this Agreement the day and year first above written.

  
\_\_\_\_\_  
Mayor Rod Westbrook

ATTEST:

  
\_\_\_\_\_  
City Recorder Lisa Smith



  
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City Manager David J. Larson