

## SOUTH WEBER CITY COUNCIL AGENDA

Watch live or at your convenience!

<https://www.youtube.com/c/southwebercityut>

**PUBLIC NOTICE** is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting commencing at 6:00 p.m. on Tuesday, February 9, 2021 in the Council Chambers at 1600 E. South Weber Dr., \*Due to physical distancing guidelines there is limited room for the public to attend. Unless commenting please watch on YouTube at the link above. **Attendees are required to properly wear a face mask.** If you are unable or uncomfortable attending in person, you may comment live via Zoom if you register prior to 5 pm the day of the meeting at <https://forms.gle/PMJFhYFJsD3KCi899>. You may also email [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com) for inclusion with the minutes.

**OPEN** (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Mayor Sjoblom
2. Prayer: Councilman Halverson
3. \*Public Comment: Please respectfully follow these guidelines.
  - a. Individuals may speak once for 3 minutes or less: Do not remark from the audience.
  - b. State your name & address and direct comments to the entire Council (Council will not respond).

### **ACTION ITEMS**

4. Resolution 21-05: Award Streetlight Blue Stakes Contract
5. Resolution 21-06: Mutual Aid Agreement with Weber Fire District
6. Resolution 21-07: Amendments #5 & #6 to Animal Care Services Contract
7. Resolution 21-08: Agreement for Municipal Election Services

### **DISCUSSION ITEMS**

8. City Code Title 10 Chapter 3 Planning Commission Sections 3 Terms of Office and 4 Organization
9. 2021 Legislative Review

### **REPORTS**

10. New Business
11. Council & Staff
12. Adjourn

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.


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: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 02-03-2021

CITY RECORDER: Lisa Smith

**MEMORANDUM**

TO: South Weber City Mayor and City Council

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer 

CC: David Larson – South Weber City Manager  
Mark Larsen – South Weber City Public Works Director

**RE: BLUE STAKING CONTRACTOR - STREETLIGHTS**  
Recommendation of Award

Date: January 25, 2021

---

**BACKGROUND**

South Weber City currently has 61 city-owned streetlights. Even though the power for these streetlights comes from Rocky Mountain Power, RMP will not mark (Blue Stake) any service line to a streetlight that they do not own. Blue Staking is where a utility company will spray paint or mark with small flags on the ground to show where their service line is located underground. This is done as a notification to anyone digging in the area in an effort to prevent damage to their line. Since the City is now maintaining their own streetlight system, they need to provide the Blue Staking for these service lines.

**REQUEST FOR PROPOSALS**

South Weber City publicly solicited for proposals for Blue Staking Services. The deadline for submission was January 15, 2021. The City received three (3) proposals from the following companies:

1. APEX Locating
2. C & C Locating
3. Stake Center Locating

**EVALUATION**

An evaluation committee consisting of the following people was determined:

- David Larson, City Manager
- Mark Larsen, Public Works Director
- Bryan Wageman, Public Works
- Mark Johnson, Public Works
- Brandon Jones, City Engineer

The proposals were reviewed and scored by each committee member. The scores were then compiled, and the committee met on January 21, 2021 to review the compiled proposal scores and discuss a recommendation. A summary of the scoring is below, in order of ranking. Scoring was out of 100 total possible points. A full summary is attached.

Company	Score	Rank
Stake Center Locating	94.0	1
APEX Locating	49.4	2
C & C Locating	49.0	3

**AWARD RECOMMENDATION**

After scoring and discussion were complete, the committee unanimously decided to recommend award of the contract to: **Stake Center Locating**.

If the Council agrees with this recommendation, please pass a motion awarding the contract to: **Stake Center Locating**. A copy of the contract is attached. The term of the contract is 3 years, with the option to renew the contract annually thereafter. Blue Staking Services would begin as soon as a fully executed contract is in place, mapping has been coordinated, and the proper notifications have been arranged with Blue Stakes (811). We anticipate everything to be in place by March 1, 2021.

South Weber City  
Blue Staking - Streetlight  
Proposal Evaluation Summary

Proposals Deadline: Friday, January 15, 2022

Evaluations due from Committee: Wednesday, January 20, 2022

Committee Meeting: Thursday, January 21, 2021 @ 2:00 (SWC Office)

	APEX Locating	C & C Locating	Stake Center Locating	NOTES
<b>Key Personnel</b>				
Reviewer #1	7	6	9	
Reviewer #2	5	2	8	
Reviewer #3	0	2	10	
Reviewer #4	8	6	10	
Reviewer #5	7	5	10	
<b>Average =</b>	<b>5.4</b>	<b>4.2</b>	<b>9.4</b>	
<b>Project Experience &amp; References</b>				
Reviewer #1	10	12	28	
Reviewer #2	5	4	30	
Reviewer #3	5	10	15	
Reviewer #4	23	20	30	
Reviewer #5	10	15	30	
<b>Average =</b>	<b>10.6</b>	<b>12.2</b>	<b>26.6</b>	
<b>Proposed Approach</b>				
Reviewer #1	10	10	19	
Reviewer #2	12	16	18	
Reviewer #3	10	10	15	
Reviewer #4	20	20	20	
Reviewer #5	20	20	20	
<b>Average =</b>	<b>14.4</b>	<b>15.2</b>	<b>18.4</b>	
<b>Cost</b>				
Reviewer #1	25	27	38	
Reviewer #2	20	15	40	
Reviewer #3	5	5	40	
Reviewer #4	30	15	40	
Reviewer #5	15	25	40	
<b>Average =</b>	<b>19.0</b>	<b>17.4</b>	<b>39.6</b>	
<b>Total Average Points</b>	<b>49.4</b>	<b>49.0</b>	<b>94.0</b>	
<b>RANK</b>	<b>2</b>	<b>3</b>	<b>1</b>	

	APEX Locating	C & C Locating	Stake Center Locating	NOTES
<b>Cost</b>				
1 - Normal locate request - /ticket	\$39.50	\$100.00	\$15.00	
2 - Emergency locate (normal hours) - /ticket	\$350.00	\$100.00	\$15.00	2 hour min. for APEX
3 - Emergency locate (after hours) - /ticket	\$350.00	\$100.00	\$22.50	2 hour min. for APEX
4 - Locate work (beyond normal locate time) - /hr	\$175.00	\$60.00	\$51.00	
5 - Site surveillance (standby protection) - /hr	\$175.00	\$60.00	\$51.00	
6 - Damage investigation - /hr	\$175.00	\$60.00	\$51.00	

**Key Personnel**

Provide a general description of the firm proposing to become the Contractor.

- \* Overview & brief history of company
- \* Number of years in business
- \* Number of employees
- \* Corporate headquarters location / Location of local office
- \* Describe the Proposer’s overall project team organization and specify the main point of contact.
- \* List qualifications and license numbers of all team members and the role of each individual, provide resumes for each.
- \* Identify any special knowledge or skills that may be related or helpful to the services requested herein.

**Project Experience & References**

\*Detail experience in providing the services requested herein for public agencies of similar size, with dates of performance and/or completion, client name, contact person, and telephone number(s). Including experience with Blue Stakes Utah (Utah 811 One-Call Center).

**Proposed Approach**

- \* A statement of understanding of the needs of the City in regards to this RFP.
- \* Ability to perform duties as outlined in RFP and ability to meet response times as required by 811 laws.
- \* Distinguishing characteristics that make Proposer most qualified.
- \* Control measures.

**Cost**

- \* Complete list of costs (Attachment #1) - 6 Items.

**RESOLUTION 21-05**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING**  
**STREETLIGHT BLUE STAKES CONTRACT**

**WHEREAS**, South Weber currently has 61 city-owned streetlights powered by Rocky Mountain Power and that entity will not mark lines they do not own; and

**WHEREAS**, the city is required to “blue stake” (mark) lines before any digging by individuals or companies in an effort to prevent damage; and

**WHEREAS**, requests for proposals for blue stake services were advertised on December 31, 2020 and January 4, 2021 and responses were received from Apex Locating, C & C Locating, and Stake Center Locating; and

**WHEREAS**, an evaluation committee was formed with City Manager David Larson, City Engineer Brandon Jones, Public Works Director Mark Larsen, Assistant Public Works Director Bryan Wageman, and public works employee Mark Johnson; and

**WHEREAS**, bids were evaluated based on key personnel, project experience and references, proposed approach, and cost; and

**WHEREAS**, Stake Center Locating was ranked number one after the scores were tabulated and the committee unanimously decided to recommend they be awarded the contract;

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

**Section 1. Award:** The Streetlight Blue Stake Contract as attached as Exhibit 1 is hereby awarded to Stake Center Locating.

**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 9<sup>th</sup> day of February 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Jo Sjoblom, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**  
**BLUE STAKING STREETLIGHTS**  
**SERVICES AGREEMENT**

## BLUE STAKING STREETLIGHTS SERVICES AGREEMENT

This Blue Staking Streetlights Services Agreement (the "Agreement") is entered into on the 15<sup>th</sup> day of February 2021, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "Owner"), and **STAKE CENTER LOCATING, INC.** (the "Contractor"). The Owner and the Contractor may be hereafter referred to individually as a "party" and collectively as the "parties."

### RECITALS

- A. WHEREAS, the Owner is in need of a Contractor to locate and mark power lines servicing City-owned streetlights (hereinafter referred to as "Project");
- B. WHEREAS, pursuant to Utah Code Ann. §§ 63-56-42 to 63-56-44 and the Owner's Administrative Code, the Owner has duly and properly selected the Contractor as being qualified to perform the services contemplated by this Agreement;
- C. WHEREAS, the parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, costs, and other provisions of this Agreement; and
- D. WHEREAS, this Agreement is intended to authorize services more particularly described in the Owner's Request for Proposals (RFP) dated December 2020, submitted by Doug Kenyon of Stake Center, Inc. on January 15, 2021.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. Scope of Services.

- a) General. The Scope of work is outlined in **Exhibit "A"**, but in general, the Contractor shall locate and mark all underground infrastructure related to City-owned streetlights in accordance with all applicable federal, state, and local laws and regulations.
- b) Cost of Services. The Contractor shall provide the services within the Proposal, as more fully set forth in **Exhibit "B"**.

#### 2. Compensation.

- a) Billing Procedure. The Contractor may submit monthly to the Owner an invoice for services performed and costs incurred under this Agreement during the calendar month immediately following completion of services. The invoice form shall be submitted to the Owner (Accounts Payable) for review, approval, and payment by the Owner. The invoice shall contain itemized costs describing in detail the services performed by the Contractor and costs associated with materials used for installation and maintenance. If approved, the Owner shall pay the



Contractor for all approved services within thirty (30) days after it receives the invoice describing such services.

3. **Contractor's Standard of Care.** The Contractor shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Contractor shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the Owner.
4. **Independent Contractor.** The Contractor shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the Owner. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, the Contractor shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of the Owner for independent contractors, as adopted from time to time by the Owner.
5. **Default.** Either party shall be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) has not corrected its failure within thirty (30) days of receiving written notice from the other party of such substantial failure to perform.
6. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by Owner the Agreement may be renewed annually thereafter.
7. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. Either party may terminate this Agreement for convenience upon ninety (90) days' written notice. Compensation by the Owner to the Contractor will only be paid in accordance with paragraph 2 of this Agreement.
8. **Contractor's Working Files and Accounting Records.**
  - a) Working Files. The Contractor shall maintain files containing all work documentation, created or required in performing this Agreement. The Contractor shall provide the Owner copies of information contained in the Contractor's working files upon the Owner's request, and such copies shall become property of the Owner upon delivery.
    1. Where inaccuracies are discovered in City-provided maps, and where accurate information is determined through the blue staking process, Contractor shall provide such updates to the Owner within three (3) business days for the purpose of updating Owner mapping and documentation.
  - b) Accounting Records. The Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. The Contractor shall retain and make such records available to the Owner for its examination during the Contractor's normal business hours for a period of three (3) years after the Contractor submits its final invoice to the Owner.
  - c) Audit. The Owner may, in its sole discretion, audit any invoice, or statement of cost submitted by the Contractor at any time, as long as the Owner gives the Contractor written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after the Contractor submits its final invoice to the Owner.

**9. Insurance.** Contractor shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.

**10. Indemnification.** To the maximum extent allowed by applicable law, the Contractor shall indemnify the Owner and hold the Owner and its employees harmless against all third-party actions, causes of action, damages, losses, claims, attorney fees and costs arising out of any negligent act or omission of the Contractor related in any way to the Contractor's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for any negligence by the Owner. In the event any claims are caused by the joint or concurrent negligence of the Contractor and the Owner, the Contractor shall indemnify the Owner only in proportion to the Contractor's own negligence.

**11. Damages to Streetlight Infrastructure.**

- a) Third Party. In the event that any part of the Owner's streetlight infrastructure (above ground or below) is damaged by a third party as a result of Contractor errors and omissions to properly mark such infrastructure in accordance with this Agreement, all applicable laws and regulations, and State laws governing utility protection, the Contractor shall be liable for actual repair and restoration costs only, not to exceed \$3,000 per incident for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will not be responsible for downtime/delays or any other expense to the Party that made the original location request due to inaccurate Project completion.
- b) Investigation. Contractor shall investigate incidents of damage, as requested by Owner, for accuracy of Project completion. Contractor shall respond, within one (1) hour to the work site following notification by the Owner. Contractor shall submit a written report of damage investigations within five (5) days and maintain a copy of such written reports for a period of three (3) years. Contractor and Owner shall hold meetings to review completed investigation reports and to assess responsibility.
- c) Damages. Should the damage review process between Contractor and Owner reveal that Owner does not find Contractor liable for damage, Owner agrees to hold Contractor harmless from ensuing damages owed to any third party as a result of the damages to Owner's streetlight infrastructure or any fines that may later be levied by the State of Utah. Should the damage review process between Contractor and Owner reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by the Owner. Should the damage review process between Contractor and Owner reveal that Contractor is liable for damage, Contractor agrees to hold Owner harmless for any fines that may later be levied by the State of Utah. The Contractor shall be responsible for facility repair and restoration costs only, not to exceed \$3,000 per incident. Such damages shall be paid within thirty (30) days from the date of the invoice. The involvement of any insurance company for payment of any claim is between the Contractor and their respective insurance company. Repair and restoration costs payable by Contractor shall at no time collectively exceed \$3,000 per incident.
- d) Limitation of Liability. Contractor shall be liable for all claims of any kind arising from or related to its errors or omissions in performing its obligations under this Agreement. Neither Party shall be liable to the other for any punitive or consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, lost profits, business interruption, reputation, financing, or downtime.

- 12. Owner Records.** Owner shall provide available location maps and record drawings for the Project. Contractor shall retain and safeguard Owner’s maps and records. Contractor shall be responsible for and costs related to distributing electronic mapping or updates to maps and records to Contractor employees. Contractor shall be responsible to notify Owner of any discrepancies or omissions in the Owner-provided records, to the extent Contractor can determine the discrepancies and omissions. Contractor shall acknowledge that Owner’s maps and drawings may not be available and to the extent that maps are available, they may not reflect the actual physical Project location and may not exist for all Projects. Contractor shall be solely responsible for determining existing underground facilities by means typical to the Standard of Care in paragraph 3. Contractor shall be responsible for and liable for any failure to locate or damages as described in paragraph 11.
- 13. Suspension, Delay, or Interruption of Work.** The Owner may, in its sole discretion, suspend, delay, or interrupt the Contractor’s services for the convenience of the Owner. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
- 14. Key Personnel.** The Contractor’s services under this Agreement shall be performed by qualified personnel. The Contractor designates the following person(s) as key personnel who will not be removed from working on the Project without the Owner’s written consent:

<u>Name</u>	<u>Title</u>
Tony Belford	President of Operations
Brandon Leonard	Director of Operations
Doug Kenyon	Senior Director of Business Development

- 15. Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

**For the Owner**

David Larson  
City Manager  
South Weber City  
1600 East South Weber Drive  
South Weber, UT 84405  
Phone: (801) 479-3177 x207  
Email: dlarson@southwebercity.com

**For the Contractor**

George L. Baer  
Chief Executive Officer  
Stake Center Locating, Inc.  
7027 Albert Pick Road Ste 200  
Greensboro, NC 27409  
Phone: [336-992-5420](tel:336-992-5420)  
George.baer@stakecenter.com

The authorized representative(s) shall have full power to bind the Owner and the Contractor in decisions related to the Project and not requiring approval of the Owner’s elected representatives, unless otherwise required by Owner’s Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

- 16. Equal Opportunity.** To the extent applicable hereto, Contractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime

Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means [Contractor Name].
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means [Contractor Name].
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means [Contractor Name] and "Contract" means this Agreement.

**17. Conflict of Interest.** None of the Owner's elected representatives or its employees, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.

**18. Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 15 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.

**19. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.

**20. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.

**21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

**22. Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award

shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

**23. Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

**24. Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

**25. No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

**26. Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

**27. Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

**28. Certification of Eligibility.** Contractor certifies that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

**STAKE CENTER LOCATING, INC.**

\_\_\_\_\_  
David J. Larson, City Manager

\_\_\_\_\_  
George L. Baer, Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

## EXHIBIT A – Request for Proposals & Addenda

## Request for Proposals

# Blue Staking - Streetlight

South Weber City, Utah (“City”), is soliciting proposals from qualified Proposers to serve as the City’s Contractor (“Contractor”) to locate and mark all City-owned power lines serving streetlights in accordance with applicable federal and Utah State law. The City reserves the right to cancel and/or withdraw this Request for Proposal (“RFP”) at any time and to reject any and all proposal submitted, for any reason, at its sole discretion.

### Background & Purpose of the Project

The City conducted an internal audit and analysis of the current streetlight system and determined it to be in the best interest of the City to move forward with a City-owned and maintained system. Meaning all new streetlight installations will be completed by the City and all current eligible Rocky Mountain Power owned and maintained streetlights will be taken over by the City. Rocky Mountain Power will continue to provide power. There are approximately 61 new and 230 existing streetlights.

The purpose of this Proposal is to select a Contractor to locate and mark all underground infrastructure related to City-owned streetlights. The City will continue to provide location and marking for all other City-owned infrastructure. The City receives approximately 800 tickets annually.

### Scope of Services

The City is seeking a Licensed Contractor to provide the following:

- Receive facility locate requests directly from Blue Stakes Utah (811 One-Call Center) and manage the entire locating process for the City.
  - Locate using tracers and electronics locators.
  - Verify location of power lines off City-provided mapping (if available) for accuracy.
    - City personnel, as needed, will provide oversight and coordination; however this does not relieve the contractor of any responsibilities, duties, or obligations.
  - Provide the Requestor with notification of conflict to City utility locations within the legal limitations of Blue Stake policies and procedures from the time the blue stake notice was generated.
- Furnish all labor, supervision, tools, materials, paint, flags, equipment (including a hardware compatible with the existing communication systems used by the Utah 811 One-Call Center, and transportation to perform the service.
- Within 48-hours of receipt of the notice or upon receiving the request consistent with Utah 811 Normal Locate procedures, provide markings and protection in accordance with the current federal and State Laws governing the protection of Underground Facilities and City Public Works Standards and Specifications.
  - Location includes but is not limited to, all City-owned power, line from the power source (transformer/secondary box) to the streetlight.
  - During unusual or extensive excavation projects, Contractor may be required to provide continuous on-site locate services (also known as standby protection). This will be

dictated by the nature and scope of the excavation or as may be required by the Excavator or the City.

- After-hour / emergency response as-needed.
  - Contractor shall receive and record Emergency Locate Requests at any time of any day.
  - All Emergency notices shall be responded to within two (2) hours of receipt by Contractor, unless otherwise required by law or regulation to be sooner, or unless otherwise agreed to with requesting party or excavator.
- Administrative duties including receipt, recording, dispatching, reporting, monitoring, and closing out of Notice of Excavation.
- Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations.
- Contractor will be responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor’s performance of the Services.

Service shall be performed for 3 years with the option for extension (See Attachment #2).

### Procurement Process

Proposers are required to meet the information submittal dates outlined below. Failure to meet the submittal dates will result in the proposal being considered non-responsive.

Task	Deadline
RFP available to interested parties	December 30, 2020, January 4, 2021
Written questions submitted to City Engineer	January 13, 2021
Proposals Due	January 15, 2021
Award of Contract ( <i>tentative date</i> )	February 9, 2021

### Obtaining the Request for Proposals

The RFP documents are available for download at [www.jonescivil.com](http://www.jonescivil.com). The documents may be downloaded for free; however, the City requires each Proposer to go through the purchasing process as a way to help track downloads. The City will not provide any copies of the RFP documents.

### Communications

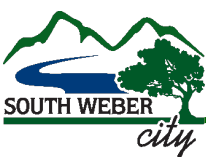
Communications and/or questions regarding the RFP document shall be directed in writing to the City Engineer, Brandon Jones, P.E. [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com) by January 13, 2021.

### Costs of Preparing Proposals

All costs associated with preparing Proposals are the sole responsibility of the Proposer.

### Modifications to Proposals

Proposals submitted may be modified in writing at any time before the proposal due date. Any modification to a Proposal must be signed by the person or officer of the entity authorized to do so.





### Submission of Proposals

Proposals will be received via email to: [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com)

Proposals will be **accepted until 5:00 p.m. local time, on January 15, 2021.** Each Proposal should be prepared simply and be straightforward and concise. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. A full list of requirements can be found in the Requirements & Qualifications Section below.

The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Unsolicited supplementary information and materials received after the proposal deadline will not be considered in the evaluation. All proposals will become and remain property of the City.

### Public Record

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

### Requirements & Qualifications

It is very important that the submittals be clear and in the recommended format so they may be evaluated in an objective manner by the City.

### Key Personnel

- Provide a general description of the firm proposing to become the Contractor.
  - Overview & brief history of company
  - Number of years in business
  - Number of employees
  - Corporate headquarters location
  - Location of local office
- Describe the Proposer's overall project team organization and specify the main point of contact.
- List qualifications and license numbers of all team members and the role of each individual, provide resumes for each.
- Identify any special knowledge or skills that may be related or helpful to the services requested herein.

### Project Experience & References

Detail experience in providing the services requested herein for public agencies of similar size, with dates of performance and/or completion, client name, contact person, and telephone number(s). Including experience with Blue Stakes Utah (Utah 811 One-Call Center).

### Proposed Approach & Cost

- A. A statement of understanding of the needs of the City in regards to this RFP.
- B. Ability to perform duties as outlined in RFP and ability to meet response times as required by 811 laws.
- C. Distinguishing characteristics that make Proposer most qualified.
- D. Control measures.
- E. Complete list of costs (See Attachment #1).

### Format Requirements

- All documents shall be submitted electronically as one PDF document.
- Resumes should be limited to 1 page per person.

### Evaluation of Proposals

The City's Selection Committee will evaluate and score each proposal individually and then discuss as a collective team to determine a final recommendation.

Proposals will be ranked on each of the proposal requirements as follows:

Key Personnel:	10%
Experience & References:	30%
Proposed Approach:	20%
Cost:	40%

### Other

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all proposals upon finding by the City it is in the public interest to do so. The City reserves the right to accept or reject any or all proposal documents or portions thereof and to waive any informality or irregularity in any proposal, at the sole discretion of the City, which is determined to serve the best interest of the City. The City shall be the sole judge of the merits of the respective proposals received.

Please be advised that failure to comply with any of the requirements of this submittal will be grounds for disqualification.

**Attachment 1**  
**Blue Stake – Streetlights**  
**Proposed Costs**

Proposer: \_\_\_\_\_

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$ _____
2	Emergency after-hour locate request	Per Ticket	\$ _____
3	Site surveillance (standby protection)	¼ Hour	\$ _____

**A D D E N D U M    N O .    1**

**BLUE STAKING – STREETLIGHT RFP**

**SOUTH WEBER, UTAH**

---

The following questions have been received. Answers to those questions are hereby made effective to all related items in the Request for Proposals:

**QUESTIONS:**

1. Do you have complete mapping of your streetlight infrastructure? Are they in a GIS format? If not, what format are they in?
2. How do you currently locate your streetlights? To access a ground to complete electronic locates is there access on the exterior of the pole or it is necessary to remove a panel for an access point? If that is necessary are there other energized facilities in that same area?
3. How many tickets per year do you currently receive that have streetlight locates? Of those received how many require marking and how many are cleared as not in conflict? If you do not have complete data for 12 months could you provide estimates?
4. Are you open to negotiating language in the Service Agreement?
5. Are you open to quotes that include other line items such as emergency normal hours request, hourly pricing for tickets that exceed a reasonable amount of time to locate, and damage investigation fees?
6. What would be your preferred process for unlocatable facilities?

**ANSWERS:**

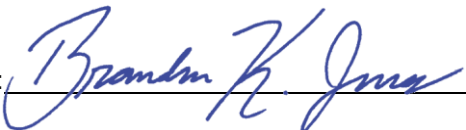
1. Yes, the City has complete mapping of the streetlight infrastructure. The data is in GIS format and will be made available to the selected company. An overall map of the city-owned lights is attached to this addendum.
2. The City has not been marking the streetlight infrastructure up to this point. Consequently, it has been damaged a couple of times and the City has had to pay for the repairs. Each streetlight has a handhole access and a junction box within 10' of the streetlight. We are unsure if access to the ground is required through the handhole access or if access in the junction box is sufficient. For the purposes of this RFP, assume that access through the handhole is required, and that there are other energized facilities in the same area.
3. The City receives about 800 tickets annually. Of those 800 tickets, the City does not know how many of those would have streetlight locates. For anyone who has been working in the area, the attached location map of the streetlights may be of assistance in determining how many locates could be expected. Also, keep in mind that the City will continue to add city-owned lights to the system over time. So, this number will increase over the years. The City does not have any more information than this.
4. The City is open to negotiating language in the Service Agreement. However, the draft agreement has already been reviewed and approved by the City Attorney. Therefore, any

changes will need to be approved.

5. **See attached Revised Attachment 1** – (revised version must be included with proposal)
6. If a facility is unlocatable the City should be notified, and additional assistance may be rendered. Compensation for an unlocatable facility will be negotiated on a case-by-case basis.

---

This Addendum is hereby attached to and made part of the RFP Documents and each Proposer shall acknowledge receipt of this Addendum in their proposal.

By:   
Brandon K. Jones, Principal  
Jones & Associates Consulting Engineers

Date: January 14, 2021

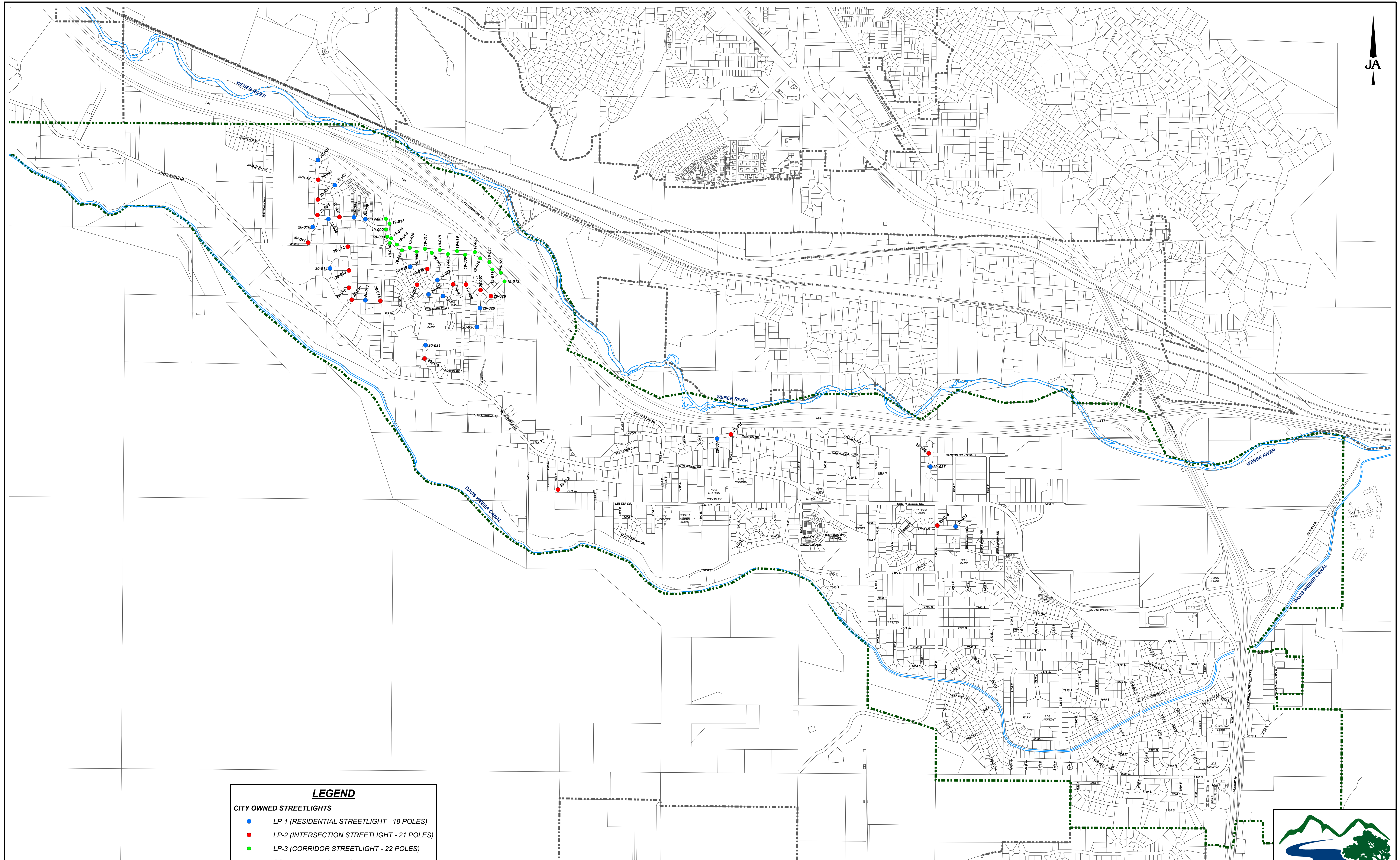
Attachment 1

**(Revised 1/14/2021)**

**Blue Stake – Streetlights  
Proposed Costs**

Proposer: \_\_\_\_\_

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$ _____
2	Emergency locate request (normal hours)	Per Ticket	\$ _____
3	Emergency locate request (after hours)	Per Ticket	\$ _____
4	Locate work (beyond normal locate time)	Hour	\$ _____
5	Site surveillance (standby protection)	Hour	\$ _____
6	Damage investigation	Hour	\$ _____



**LEGEND**

**CITY OWNED STREETLIGHTS**

- LP-1 (RESIDENTIAL STREETLIGHT - 18 POLES)
- LP-2 (INTERSECTION STREETLIGHT - 21 POLES)
- LP-3 (CORRIDOR STREETLIGHT - 22 POLES)
- SOUTH WEBER CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- CANAL / RIVER

NOTES:

SCALE:  
1 in = 800 ft  
MM/DD/YYYY  
1/07/2021

DESIGNED BEB  
DRAWN BEB  
CHECKED BKJ

**JA** CONSULTING ENGINEERS  
**JONES & ASSOCIATES**  
6080 Fashion Point Drive  
South Ogden, Utah 84403 (801) 476-9767

**SOUTH WEBER CITY CORPORATION**  
**CITY OWNED STREETLIGHT SYSTEM**  
**STREETLIGHT ID# MAP**

SHEET:  
**00**  
OF SHEETS



## EXHIBIT B – Response to Request for Proposals





# South Weber City – Utah Request for Proposal Blue Staking – Streetlight

## Executive Summary- Stake Center Locating (“SCL”)

From its formation in 1997, Stake Center Locating has grown from providing local services in Utah to now locating utilities in 48 states across the country. SCL has over 725 locate technicians performing well over 600,00 locates monthly. Our executive and area management teams consist of expert locate technicians with years of utility locating experience. We have dispatch locations staffed with employees with years of dispatch and utility locating experience. SCL’s experience in the industry allows it to maintain low utility damage ratios throughout the country, a result of strict adherence to its internal procedures and guidelines as well as continued training for all utility locate technicians and staff. We have multiple safety officers on staff with expertise on OSHA standards, Operator Qualifications, and all state, local guidelines and practices. SCL provides its locate technicians the best tools available in the industry and actively develops and improves its own technology to increase efficiency and accuracy in providing its services.

Stake Center Locating, a subsidiary of S&N Communications, has corporate offices in NC and field offices in UT, CO, NV, CA, VA, and GA. SCL has over 725 locate employees in all states of the contiguous U.S., 50 area managers nationwide, and 100 operations management and support and business support staff. Tony Belford, President and Operations & Business Development, is the primary company contact.

Corporate Headquarters Location:  
7027 Albert Pick Road, Suite 200  
Greensboro, NC 27409

Local Office Address:  
2920 W Director’s Row  
Salt Lake City, Ut 84104

Key Personnel:  
Tony Belford, President Operations  
Craig Panter, Director of Operations  
Brandon Leonard, Director of Operations

**Brandon Leonard**  
2920 W Directors Row  
Salt Lake City, UT  
801-597-6689  
[brandon.leonard@stakecenter.com](mailto:brandon.leonard@stakecenter.com)

**Professional Experience**

Stake Center Locating  
**Director of Utility Locating**  
Oversee all field operations on gas contracts

Salt Lake City, UT  
**1/19-Present**

Stake Center Locating  
**Regional Operation Manager**  
Support and manage all field operations

Salt Lake City, UT  
**8/17-1/19**

Stake Center Locating  
**State Manager**  
Managed 4 supervisor and 80+ locators

Salt Lake City, UT  
**1/15 -8/17**

Stake Center Locating  
**Area supervisor**  
Managed NV, AZ, WA, ID, TX, NM, CO, WY fiber markets with 20 locators.

Washington  
**11/12 -1/15**

Stake Center Locating  
**Locator**

Washington  
**5/10 -11/12**

Applied Professional Services  
**Field Supervisor**  
Support and manage 10+ employees

Washington  
**1/06 – 4/10**

- Schedule daily work for all employees
- Verify work is completed and audited for billing purposes
- Work closely with various customers on any and all needs
- Locate conductible and non-conductible utilities for potholing and verification purposes.

**References**

Michael Sandidge 817-659-6162  
Bob Thoman 360-771-7377  
Brain Abear 970-820-8657

# Tony Belford – President of Operations

---

Objective To utilize my executive knowledge and experience in the Business & Utilities Industry -specifically fiber optics and senior management to assist in the growth, improvement and excellence of a company!

**Current Board Positions** March 2019 – present  
NULCA (National Utility Locating Contractor’s Association)  
Elected – Board of Directors

Experience Feb 2005 - present Stake Center Locating  
SCL Corporate Office - Salt Lake City, Utah

May 2018 to present  
**President  
Operations & Business Development**

Previous positions in the company  
Senior Director of Operations & Business Development  
- March 2014 to May 2018  
**Chief Operating Officer**  
- December 2011 till March 2014 (S&N Acquisition)  
Director of Operations & Senior Mgmt Exec  
- April 2006 till December 2011  
Sr Regional Manager & Corporate trainer  
- February 2005 till April 2006

June 2006- Oct 2009 TCOR INC. Salt Lake City, Utah  
Fiber Optic Technician

Dec 1999- Jan 2005 ELM Locating Clearfield, Utah  
Area Manager & Senior Operations Mgmt

Jun 1998- Nov 1999 Devcor / Thurgood Brothers Utah

Education 2018 University of Utah Salt Lake City, UT

- David Eccles School of Business (Harvard Business review)
- Executive Leadership Course & Certification
- Bachelor of Science in Business Management

## References

1. Crown Castle. 2000 Corporate Drive, Canonsburg, PA 15317  
Jeff Foutz, Asset Supervisor Fiber Records  
(724) 416-2957, [jeffrey.foutz@crowncastle.com](mailto:jeffrey.foutz@crowncastle.com)
2. Fiberlight. 11700 Great Oaks Way, Suite 100, Alpharetta, GA 30022  
Wayne Wooley, VP of Operations  
(972) 489-9817, [Wayne.Wooley@fiberlight.com](mailto:Wayne.Wooley@fiberlight.com)
3. AGL Services Company. Ten Peachtree Place, Atlanta, GA 30309  
Karen Dias, Asset Protection Manager  
(404) 584-4546, [kdias@southernco.com](mailto:kdias@southernco.com)
4. Excel Energy. 10001 Hampden Ave, Lakewood, CO 80227  
Esther Williams, Senior Operations Manager – Damage Prevention  
(404) 720-8502, [esther.j.williams@xcelenergy.com](mailto:esther.j.williams@xcelenergy.com)
5. CenturyLink. 700 W Mineral Ave, Littleton, CO 80120  
Chad Wilson, Lead Procurement Manager – Damage Prevention  
(303) 566-1810, [chad.wilson@lumen.com](mailto:chad.wilson@lumen.com)

**Proposer: Stake Center Locating, Inc.**

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$15.00
2	Emergency locate request (normal hours)	Per Ticket	\$15.00
3	Emergency locate request (after hours)	Per Ticket	\$22.50
4	Locate work (beyond normal locate time)	Hour	\$51.00
5	Site surveillance (standby protection)	Hour	\$51.00
6	Damage investigation	Hour	\$51.00

### **Contract Requests**

1. SCL requests termination rights for convenience with 90 days written notice
2. SCL requests a damage restoration liability cap of \$2,000 per incident

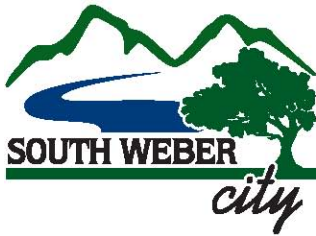
**Stake Center Locating, Inc. (SCL) is owned by Sun Capital**  
<https://suncappart.com/portfolio/stake-center-locating/>

Other reasons Stake Center Locating is the best choice for South Weber City:

Sun Capital recently made (and is currently making) significant investments in Stake Center Locating:

1. In 2020 SCL expanded their Senior Leadership Team by adding a new CFO (Heath Martin), Business Development Executive (Doug Kenyon) and new CIO/CTO (David Kennedy)
2. Investing \$2.0M + in their Ticket Management and Data Warehouse Systems (target completion date of October 2021)
3. Updating vehicle fleet and equipment throughout the company
4. Updating Safety & Training procedures/manuals
5. Updating all professional marketing & presentation material (using a 3<sup>rd</sup> party marketing firm)

Stake Center Locating (SCL) has recently positioned our company for aggressive strategic growth within the United States and with key utility partners, including South Weber City. SCL made significant investments in our Senior Leadership Team in 2020 adding a new CFO, CIO and Business Development Executive positions. In addition, we invested over \$2.0M in building our proprietary Ticket Management System and updating our Data Warehouse. The new Ticket Management System & Data Warehouse will be the most comprehensive and robust Ticket Management System in the industry (target completion of October 2021). We are in the process of upgrading our entire fleet of vehicles and equipment used in the field. SCL is also in the process of making significant investments in our training and OQ plans. SCL has positioned our company to provide best in class locating services across the nation with key strategic partners. SCL is able to provide either 'sole source locating' whereas we locate for one company with our sole focus on safety, accuracy, and timeliness for the core client or, if preferred, we can offer services to multiple customers at a locating jobsite. Stake Center now has the resources, leadership and ability to serve South Weber City and provide the best in class safety, accuracy, and timeliness. We have identified South Weber City as a strategic growth partner and request the opportunity to partner to achieve mutually beneficial business results.



## Agenda Item Introduction

---

**Council Meeting Date:** 02-09-2021

**Name:** Lisa Smith

**Agenda Item:** Mutual Aid Agreement with Weber Fire District

**Background:** Fire knows no boundaries and therefore the fire districts must be flexible in aiding the surrounding communities. A mutual aid agreement outlines the conditions and responsibilities when additional help is needed. South Weber has agreements with many agencies. An agreement with Weber Fire was entered in 2012 and last year an agreement with multiple entities including Weber Fire District was approved. As Uintah City recently contracted with Weber Fire District to provide their fire protection, it becomes more likely that South Weber and Weber Fire could be requested to assist each other so this is an update of the agreement to cover that likelihood.

**Summary:** Mutual aid agreement with Weber Fire District is in the interest of safety for all citizens.

**Budget Amendment:** na

**Procurement Officer Review:** Budgeted amount \$                      Bid amount \$

**Committee Recommendation:** na

**Planning Commission Recommendation:** na

**Staff Recommendation:** Approve agreement.

**Attachments:** Resolution 21-06 and automatic aid fire agreement.

**RESOLUTION 21-06**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL ADOPTING  
A MUTUAL AID FIRE PROTECTION AGREEMENT WITH THE WEBER  
FIRE DISTRICT**

**WHEREAS**, South Weber City Fire Department and Weber Fire District both need additional fire personnel and/or equipment intermittently; and

**WHEREAS**, the state of Utah authorizes mutual aid agreements between entities; and

**WHEREAS**, Fire Chief Derek Tolman negotiated this agreement and recommends adoption to the Council; and

**WHEREAS**, City Attorney Jayme Blakesley has reviewed the document and approves of its form; and

**WHEREAS**, the City Council finds adoption is in the best interests of the city and its citizens;

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

**Section 1. Adoption:** The mutual aid agreement for fire protection between South Weber City Fire Department and Weber Fire District is hereby adopted as attached in Exhibit 1.

**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 9<sup>th</sup> day of February 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Jo Sjoblom, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**  
**MUTUAL AID FIRE AGREEMENT**  
**BETWEEN SOUTH WEBER CITY AND**  
**WEBER FIRE DISTRICT**



**Mutual Aid Fire Protection Agreement**

AGREEMENT made this 9th day of February 2021, by and among South Weber and the Weber Fire District.

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to all parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to the, Utah Code Annotated 11-13-1, et set., Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of fire fighting equipment and personnel to fight structure fires and fire-service-related emergencies; however, excludes emergencies which require the use hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance.

WHEREAS, each party desires to cooperate with and assist the other in times of emergency or disaster;

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be within the Weber Fire District, station 64 primary response areas, which represent unincorporated areas of Weber County, and the incorporated area of South Weber City.

2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's Incident Commander and as equipment and personnel are available as determined by the senior officer on duty for the responding party.

3. With the exception of the area described in paragraph 5 of this Agreement, the dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the other participating Fire Department to assist in the incident.

4. With the exception of the area described in paragraph 5 of this Agreement, only upon determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will departments be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander of the responsible jurisdiction is not acceptable.

5. It has been mutually agreed that for calls along the I-84 corridor from the Morgan/Weber County line to the Davis/Weber County line (just west of Adams Avenue Parkway), that the receiving dispatch center will "dual dispatch" both South Weber City and Weber Fire District units. The first arriving unit will assume command and determine both the jurisdiction and need for responding units. The governmental entity(ies) having jurisdiction will respond as requested or may discontinue response based on on-scene resources and/or input from the on-scene Incident Commander.

6. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.

7. The dispatcher shall be requested to specify the location and directions, when necessary, where the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding organization.

8. The first arriving officer shall assume command and may retain command at the discretion the next arriving superior officer of the jurisdiction where the incident has occurred.

9. The responding organization shall report to the Incident Commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer.

10. Parties to this agreement shall adopt and practice safety procedures in the interest of fire fighter safety.

11. Parties to this agreement shall assure that radio communications are established, programmed and functional for primary operational channels as identified and mutually agreed upon for responding to incidents within the other party's jurisdictional response area.

12. Responding equipment and personnel shall be released by the Incident Commander when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

13. Each party shall indemnify, defend, and hold all other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold every other party harmless there from.

14. The effect of the death or injury of any firefighter who is killed or injured outside the territorial limits of the governmental entity where he or she is a member of the firefighting department and while that department is functioning pursuant to this Agreement shall be the same as if he or she were killed or injured while that department was functioning within its own territorial limits; and such death or injury shall be considered to be in the line of duty.

15. Each party to this Agreement shall be responsible for workman's compensation and other benefits accruing to the members of their own department and such other employee-related matters, including insurance, as would normally occur for their own department.

16. No party to this Agreement shall be reimbursed by any other party to this Agreement for any direct expenses or direct losses incurred as a result of providing fire department services within another party's jurisdiction under the terms of this Agreement, except as otherwise provided and funded through cost recovery ordinances, or funding made available to the requesting Fire Department through state or federal resources. However, a party to this Agreement, at its option, may file a claim with the United States for the amount of its direct expenses and direct losses, incurred by fire department services rendered as a result of fighting a fire or fires on property of the United States, under authority of 15 USC 2210.

17. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

18. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a

responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

19. The term of this Agreement shall commence on the date of execution by the last party hereto and shall continue for a period of five (5) Years. Any party may terminate its obligations hereunder without cause by providing thirty (30) days prior written notice to all the remaining parties. Such termination shall not modify the Agreement as between the remaining parties, except only to exclude the terminating party from the obligations created herein.

20. This Agreement, as a condition precedent to its entry into effect, shall be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with the provision of Section 11-13-9, Utah Code Annotated, 1953, as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

ATTEST:

SOUTH WEBER CITY,  
A Municipal Corporation

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

\_\_\_\_\_  
City Manager David Larson

APPROVED AS TO FORM:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Attorney for South Weber City  
Jayme Blakesley

ATTEST:

WEBER FIRE DISTRICT,  
A Local District, Service Area

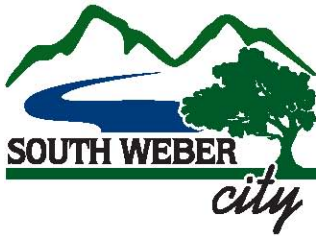
\_\_\_\_\_  
District Clerk

\_\_\_\_\_  
Chairman, Board of Trustees

APPROVED AS TO FORM:

Date this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Attorney for District



## Agenda Item Introduction

---

**Council Meeting Date:** 02-09-2021

**Name:** Lisa Smith

**Agenda Item:** Amendments #5 & #6 to Animal Care Services Contract

**Background:** The city entered a contract for animal services with Davis County in 2016 which included annual amendments to adjust compensation. The contract was to expire after five years (Dec 31, 2020). The county has asked for an additional year to prepare a new contract as they research their options for a new facility. The county issued amendment #5 to extend the expiration to Jan 31, 2021 while they prepared a new amendment. Amendment #6 includes the rates for the upcoming year. The county discontinued wildlife services as of July 2020 so the city costs dropped from \$849.75 in 2020 to \$51.50 in 2021. Additionally, our usage rate dropped from 1.66% to 1.6407% decreasing our portion of the overall Davis County Animal Care and Control Budget; however, the budget amount went up. 2021 total will be \$20,899.59 and is paid in monthly installments. In 2020 the cost was \$20,673.57 so the overall increase is \$226.02.

**Summary:** Approve amendments #5 & #6 to county contract 2016-324 for animal services.

**Budget Amendment:** NA

**Procurement Officer Review:** Budgeted amount \$                      Bid amount \$

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approve agreement

**Attachments:** Letter from Director Rollin Cook, Resolution 21-07, Amendment #5, and Amendment #6 to Interlocal Agreement 2016-324



**To:** David Larson  
**From:** Rollin Cook  
**Date:** January 20, 2021  
**Re:** Amendment #6 to Interlocal Cooperation Agreement for Animal Services

---

Mr. Larson,

Attached you will find Amendment #6 to Interlocal Cooperation Agreement for Animal Services provided to the city of South Weber. My sincere appreciation for your patience as we have pulled this information together following the end of year budget session and the end of the original contract. I would also like to express my gratitude to all of the city managers and mayors who took the time out of their very busy schedules to meet with me over the past three weeks. I appreciate your feedback and ideas for improvement.

As discussed in our last meeting, this amendment is intended to guide us through 2021, as we attempt to construct a more consistent, transparent and sustaining funding model for animal care services in Davis County. Currently, a bill is being presented at our state legislative session that would allow for a tax levy to be used to fund animal care services similar to library services, health departments, etc. We should know more about the potential success of that legislation in the coming weeks, but preliminary indications are very positive.

There are three specific areas of this amendment that I think are important to review and understand. They are the annual expenditures, termination of wildlife services and the capital projects fund.

**Annual Expenditures:**

As has been the case every year, we saw a slight increase in our annual expenditures. This year's increase is 11.5% vs. 2020 that was 14%. As you know, yearly increases are often due to the increase need of capital equipment and personnel expenditures. As an agency we have been able to limit the majority of our personnel increases this year through attrition and other reduction efforts.

Our capital equipment line item is slightly higher due to the need to replace one more truck than we did last year. The county has a truck replacement policy that mirrors the general economic lifecycle of the vehicles we use. We replace the trucks when they are either 7 years old or older or have surpassed 150,000 miles. We go to great lengths to keep our vehicles well maintained, but unfortunately



the vehicles we replaced were past their life cycle. We will continue to properly monitor our vehicle use and mileage and ensure our replacement timing is planned as reasonably possible.

**Wildlife Services:**

With the agreed upon changes to our operations regarding wildlife services, this is the final year that we will be collecting wildlife fees as a part of the annual agreement. You will notice that this amount is generally smaller than years past because we are only charging for wildlife fees for the time period of January 01, 2020 - July 01, 2020.

**Capital Projects Fund:**

As you know, we are actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past. This fund will help us with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

Obviously, we will be prudent knowing that the intent is to move to a new building in the near future. However, it is also sensible to ensure the aged facility is still able to properly house animals, provide a safe work environment for our employees and safely and effectively serve our citizens and their pets. This fund will also be used to facilitate an animal care feasibility study that will objectively identify the needs and considerations for the future of animal care in Davis County, as well as, the requirements for a new facility.

In addition to the electronic version of this letter and contract amendment, we will be sending the original documents to you via U.S. Mail. Please use those original documents for the official signatures and return them to us in the stamped manila envelope provided by **February 28, 2021**.

Once received we will get the necessary signatures of our county officials and forward a copy to you for your records. We appreciate any efforts made to expedite the review and signature process, and will do our part to turn around any contracts we receive prior to February 28. If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide professional animal care and control services to the citizens of your city.

Sincerely,

A handwritten signature in black ink, appearing to read "Rollin Cook".

Rollin Cook

Director

Animal Care of Davis County

**RESOLUTION 21-07**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
AMENDING ANIMAL CARE AGREEMENT 2016-324 WITH DAVIS COUNTY**

**WHEREAS**, animal care services are vital to the peace and safety of all citizens; and

**WHEREAS**, South Weber entered contract 2016-324 for those services in 2016 with amendments for compensation adjustment annually; and

**WHEREAS**, the original term of the agreement was set for five-years ending December 31, 2020 necessitating amendment number five to extend the term to January 31, 2021; and

**WHEREAS**, the county has asked for a final amendment number six while they draft a new contract which will include costs for a new facility; and

**WHEREAS**, Council wishes to continue with Davis County Animal Care and Control providing these vital services,

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

**Section 1. Approval:** Amendments #5 & #6 for Interlocal Cooperative Agreement 2016-324 for Animal Control services with Davis County are hereby approved as shown in Exhibits 1 and 2.

**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 9<sup>th</sup> day of February 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

\_\_\_\_\_  
**Jo Sjoblom, Mayor**

\_\_\_\_\_  
**Attest: Lisa Smith, Recorder**

**EXHIBIT 1**

**AMENDMENTS #5 TO INTERLOCAL  
AGREEMENT 2016-324 FOR ANIMAL CARE  
SERVICES WITH DAVIS COUNTY**



# Amendment No.05 to Interlocal Agreement No. 2016-324 Between Davis County and South Weber City

This Amendment is made by Davis County and South Weber City, parties to the Interlocal Agreement No. 2016-324 dated 8/2/2016.

The Agreement is amended as follows:

1. Extending the expiration date of the current agreement from December 31, 2020 to January 31, 2021.
2. Removing wild animal services such as raccoon and skunk response, removal or disposal.

Except as set forth in this Amendment, the remainder of the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

**By: South Weber City**

Printed Name: David Larson  
 Title: City Manager  
 Signed: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**By: Davis County**

Printed Name: Lorene M Kamalu  
 Title: Davis County Commissioner  
  
 Signed: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Printed Name: Curtis Koch  
 Title: Davis County Clerk / Auditor  
  
 Signed: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**EXHIBIT 2**

**AMENDMENTS #6 TO INTERLOCAL  
AGREEMENT 2016-324 FOR ANIMAL CARE  
SERVICES WITH DAVIS COUNTY**

**AMENDMENT NO. 06 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 06 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 6”) is made and entered into as of January 1, 2021, 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.

**RECITALS**

This Amendment No. 6 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 6, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 6, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2021 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2021 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,134,321.20
	Operating:	\$385,687.54
	Capital Equipment:	\$210,493.44
	Allocations:	+ \$166,310.00
	Total Expenditures:	\$2,896,812.18
Projected 2021 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$180,500
	Surgical Fees:	\$48,000
	Wildlife Fees:	\$12,823.50
	Donations:	\$1,500
	Total Revenues:	+ \$5,000 \$467,823.50
Projected 2021 Expenditures Less Projected 2021 Revenues:		\$2,896,812.18 - \$467,823.50 \$2,428,988.68
Combined Cities’ 50% Obligation:		\$2,428,988.68 x 0.50 \$1,214,494.34
Average of the City’s Total Billable Calls for 2019 and 2020:		161
Average of Combined Cities’ Total Billable Calls for 2019 and 2020:		9784
The City’s 2020 Usage Rate:		161 / 9784 =1.6407%
The City’s 2021 Calendar Year Obligation to the County:		\$19,926.03

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City’s 2021 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City’s Wildlife Calls for 2020:	2
Cost to City for Each Wildlife Call in 2020:	\$25.75
The City’s 2021 Calendar Year Obligation to County for Wildlife Calls:	\$51.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City’s 2021 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities’ Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2021 Obligation of the Combined Cities:	\$56,200.00
The City’s 2020 Usage Rate:	1.6407%
The City’s 2021 Calendar Year Obligation to the County:	\$922.06

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

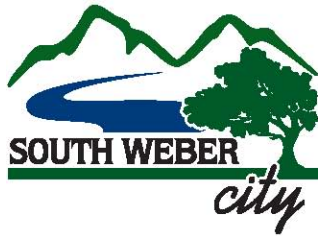
2. **Discontinuation of Wildlife Services.** In reference to Section 1(b) of the Agreement *Wildlife Services*, the County and the City discontinued the pick-up and euthanasia of wild nuisance animals, such as raccoons and skunks, trapped within City’s limits as of July 01<sup>st</sup>, 2020. This Amendment No. 6, includes the City’s obligation for wildlife services up-to and including the discontinuation date of July 01<sup>st</sup>, 2020 and the city will not be charged beyond that date for wildlife services within the City’s limits.
3. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement *Capital Projects Fund Regarding the Shelter*, this Amendment No. 6 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2021. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
  - a. The Combined Cities’ annual calendar year obligation for 2021 to the Capital Projects Fund Regarding the Shelter as referenced in Exhibit A above will be \$56,200. The City’s specific portion of the Combined Cities obligation, shall be the average of the City’s calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the Combined Cities’ calls for animal care and control services for the two calendar years immediately prior (“Usage Rate”) multiplied by the Combined Cities’ calendar year obligation.
4. **Term of Agreement.** In reference to Section 10 of the Agreement *Term of Agreement*, this Amendment No. 6 shall, subject to the termination and other provisions set forth therein,

terminate on December 31, 2021 at 11:59 p.m. (the "Term") The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

- 5. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 6, the terms and conditions of the Agreement shall remain in full force and effect.
- 6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____  Chair, Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>Davis County Clerk/Auditor</p> <p>Date: _____</p> <p>—</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Davis County Attorney's Office</p> <p>Date: _____</p> <p>—</p>	<p>SOUTH WEBER CITY</p> <p>By: _____  City Manager David Larson</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____</p> <p>City Recorder Lisa Smith</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>  City Attorney Jayme Blakesley</p> <p>Date: <u>26 January 2021</u></p>
--	---



## Agenda Item Introduction

---

**Council Meeting Date:** 02-09-2021

**Name:** Lisa Smith

**Agenda Item:** Agreement for Municipal Election Services

**Background:** Every two years municipal elections are held. Davis County provides the expertise and services necessary to hold our election. Several fees have increased including programming costs, canvass preparation, web support, election administrative support, and database setup. The increased number of registered voters also increases costs about \$1.50 per voter. The estimated cost per election is \$ 8,651.35 compared to \$7,155.28 in 2019. If both a primary and general election are held, the total estimate is \$17,302.70.

**Summary:** Approve an interlocal agreement for Davis County to provide election services for South Weber's 2021 municipal election.

**Budget Amendment:** NA

**Procurement Officer Review:** Budgeted amount \$                      Bid amount \$

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Approve agreement

**Attachments:** Resolution 21-08, Interlocal Agreement, and cost estimate

**RESOLUTION 21-08**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING A MUNICIPAL ELECTION SERVICES AGREEMENT WITH  
DAVIS COUNTY**

**WHEREAS**, South Weber City is required to hold municipal elections in odd-numbered years; and  
**WHEREAS**, Davis County has the equipment, resources, and expertise to carry out an election; and  
**WHEREAS**, Davis County has offered to assist South Weber City in holding both the general election and if necessary, a primary election; and  
**WHEREAS**, City Council finds it in the best interest of the city to contract for these services;

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

**Section 1. Approval:** The interlocal cooperation agreement for municipal election services attached as 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 9<sup>th</sup> day of February 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

---

**Jo Sjoblom, Mayor**

---

**Attest:** Lisa Smith, Recorder

# **EXHIBIT 1**

## **INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR ELECTION SERVICES**



## INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This agreement for Municipal Election Services is 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”). County and City may be referred to collectively as the “parties” herein or individually as a “party” herein.

### WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2021 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County’s Obligations. If a municipal primary election and a municipal general election is needed in August 2021 and November 2021, respectively, the County shall provide the following:
  - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
  - 1.2. Provide for delivery and retrieval of voting equipment;
  - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
  - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
  - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
  - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
  - 1.7. Canvass reports;
  - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
  - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
  - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
  - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
  - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
  - 1.13. If required, in cooperation with the City, conduct an election audit; and
  - 1.14. Store all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:
  - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
  - 2.2. Enter into a polling location Indemnification Agreement, if needed;
  - 2.3. Perform Declaration of Candidacy filing;
  - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
  - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
  - 2.6. Proof and approve the accuracy of the printed and audio of ballot formats;
  - 2.7. Arrange and conduct election canvass;
  - 2.8. Prepare candidate certificates;
  - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
  - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.
4. Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 7.1. The mutual written agreement of the parties;
  - 7.2. By either party after any material breach of this agreement;
  - 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
  - 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
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*.
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 Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. 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 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 City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. 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.
14. 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.

- 15. Entire Agreement; Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
  
- 16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
  
- 17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
  - 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
  - 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
  
- 18. 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  _____ City Manager David Larson  Dated: _____ ATTEST:  _____ City Recorder Lisa Smith  Dated: _____	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:  _____ City Attorney Jayme Blakesley  Dated: _____
--	---

<p>DAVIS COUNTY</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p>
<p>_____ Bob J Stevenson, Chairman Board of Davis County Commissioners Dated:</p>	<p>_____ Davis County Attorney's Office Dated</p>
<p>ATTEST:</p>	
<p>_____ Curtis Koch Davis County Clerk Auditor Dated:</p>	

# **EXHIBIT A**

## **(Election Costs Schedule)**

**2021 General  
DAVIS COUNTY ELECTION EXPENSES  
Estimate**

<b>Poll Worker Compensation</b>	<b>QTY</b>	<b>COST</b>	<b>TOTAL</b>	<b>Notes</b>
Poll Manager (PM)	1	\$160.00	\$160.00	
Training Course(s)	1	\$50.00	\$50.00	
Assistant Poll Manager	0	\$160.00	\$0.00	
Training Course(s)	0	\$50.00	\$0.00	
Receiving Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Ballot Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Host		\$125.00	\$0.00	
Training Course(s)		\$25.00	\$0.00	
Alternate Poll Workers	1	\$437.50	\$31.25	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	\$6.85	\$6.85	
			<b>\$588.10</b>	
<b>Poll Worker Recruitment and Training</b>				
Poll Worker Recruitment and Processing	3	\$8.00	\$24.00	
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	3	\$5.00	\$15.00	Or Actual Printing Cost
Poll Worker Training (per person)	3	\$20.00	\$60.00	
Personal Protective Equipment and Supplies	1	\$1,500.00	\$100.00	Shared with all cities/districts
		<b>Sub Total</b>	<b>\$232.33</b>	
<b>Equipment</b>				
Express Vote	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	\$15.00	\$15.00	
DS200	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	\$15.00	\$15.00	
Voting Booth Rental	4	\$5.00	\$20.00	
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$61.00	\$61.00	
Receiving Clerk Electronic Poll Book	1	\$75.00	\$75.00	
Ballot Printing Station	1	\$75.00	\$75.00	
		<b>Sub Total</b>	<b>\$416.00</b>	
<b>Consumable Supplies</b>				
Ballot Stock (BOD)	138	\$0.20	\$27.60	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	5	\$25.00	\$8.93	Shared equally by all cities/districts
		<b>Sub Total</b>	<b>\$71.53</b>	
<b>Administrative Services</b>				
Election Programming	1	\$200.00	\$200.00	
Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared equally by all cities/districts
Early Voting Administration	1	\$500.00	\$33.33	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	5	\$500.00	\$166.67	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	\$1,500.00	\$100.00	Shared equally by all cities/districts
Election Night Security	1	\$150.00	\$10.00	Shared equally by all cities/districts
Rovers Training Class	1	\$200.00	\$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	\$450.00	\$30.00	Shared equally by all cities/districts
Pre-Canvass Ballot Issues Audit, if needed	0	\$250.00	\$0.00	
Canvass Preparation	1	\$50.00	\$50.00	
Delivery (per location)	1	\$50.00	\$50.00	
Pickup (per location)	1	\$50.00	\$50.00	
Web Support	1	\$150.00	\$10.00	Shared equally by all cities/districts
Provisional Verification	11	\$0.80	\$8.80	
Election Administration Support	1	\$200.00	\$200.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		<b>Sub Total</b>	<b>\$942.13</b>	

**By-Mail Supplies and Services****Supplies**

By-Mail Outer Envelopes	4700	\$0.080	\$376.00	
By-Mail Inner Return Envelopes	4700	\$0.095	\$446.50	
By-Mail Ballots	4700	\$0.28	\$1,316.00	
Test Deck Paper Ballots	1	\$1,018.80	\$18.27	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	\$100.00	\$7.14	Shared equally by all cities/districts

**Services**

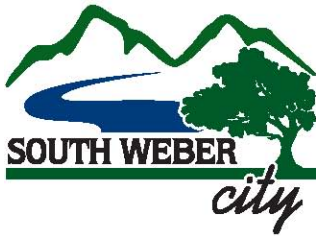
Election Art/Set-up Production By Runbeck	1	\$3,000.00	\$214.29	Shared equally by all cities/districts
Database Setup By Runbeck		\$3,000.00	\$0.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	4700	\$0.25	\$1,175.00	
Signature Verification and Tabulation (each returned) By County	2010	\$0.40	\$804.00	

**Postage**

Postage Outbound	4700	\$0.12	\$564.00	Actual Postage
Postage In-Bound	2010	\$0.68	\$1,366.80	Actual Postage
Returned Undeliverable	151	\$0.75	\$113.25	Actual Postage+Processing

**Sub Total** **\$6,401.25****Total Election Expense** **\$8,651.35**





## Agenda Item Introduction

---

**Council Meeting Date:** 2/9/2021

**Name:** Shari Phippen

**Agenda Item:** Planning Commission organization and terms of service

**Background:** In light of previous conversations regarding the Planning Commission, and at the direction of the City Council, staff has developed options regarding the number of members on the Planning Commission and the terms of service. Those options are presented for Council to deliberate and consider.

**Summary:** In determining the makeup and tenure of the Planning Commission, Council should address the following questions:

1. Shall the terms of the Planning Commission be 3 years or 5 years?
2. Shall the Planning Commission consist of 5 members or 7 members?
3. Shall alternates be included, if the Planning Commission consists of 5 members?
4. Shall Planning Commissioners be limited to 2 or 3 consecutive terms of service?
5. Shall the Chair and Vice-Chair of the Planning Commission be limited to 2 consecutive years in that position?

Accordingly, staff has prepared the following options for the Council to weigh and consider:

- Option 1:** 5 members, 5 year terms of service
- Option 2:** 5 members, 3 year terms of service
- Option 3:** 7 members, 5 year terms of service
- Option 4:** 7 members, 3 year terms of service

The City Planner and City Attorney have previously provided Council with a memorandum regarding matters the Council should take into consideration when

answering the above questions and weighing the given options. A copy of that memorandum is attached.

**Budget Amendment:** N/A

**Procurement Officer Review:** Budgeted amount \$ N/A Bid amount \$ N/A

**Committee Recommendation:** N/A

**Planning Commission Recommendation:** N/A

**Staff Recommendation:** Staff recommends Option 1, with a 2-term limit or Option 2, with a 3-term limit.

**Attachments:** Joint memorandum, dated 1/24/2021 from Jayme Blakesley, City Attorney and Shari Phippen, City Planner

---

**M E M O R A N D U M**

---

**To:** Mayor Sjoblom and members of the South Weber City Council  
**From:** Jayme Blakesley, City Attorney, and Shari Phippen, City Planner  
**Re:** Appointment process and composition of the Planning Commission  
**Date:** January 25, 2021

---

At its January 26, 2021 meeting, the South Weber City Council is scheduled to consider a new appointment to the planning commission. We understand this appointment has raised questions among council members about the appointment process and composition of the planning commission. The purpose of this memorandum is to provide context for the council's discussion.

**I. State Law**

Every city in the State of Utah is required to pass an ordinance establishing a planning commission.<sup>1</sup> The ordinance must define the following:

- Number of members;
- Terms of the members;
- Mode of appointment;
- Procedures for filling vacancies and removal from office;
- Authority of the planning commission;
- Rules of order and procedure for use by the planning commission in a public meeting; and
- Other details relating to the organization and procedures of the planning commission.

State law does not require planning commissions to be a certain size; nor does it dictate the terms of its members.

Planning commissions are required to be given the authority to perform four core duties. These duties include:

- (a) holding public hearings and making a recommendation to the City Council on the adoption or amendment of the general plan;
- (b) holding hearings and making recommendations to the City Council on the adoption or amendment of land use ordinances, zoning maps, or official maps;
- (c) holding hearings and making recommendations on proposed subdivision plats; and
- (d) recommending an annexation policy plan for the City.<sup>2</sup>

<sup>1</sup> Utah Code Ann. § 10-9a-301.

<sup>2</sup> Utah Code Ann. § 10-9a-302.

These are all advisory duties. The council may delegate additional duties to the planning commission. Planning commission involvement in other matters is appropriate only as delegated by the city council. The city council is not obligated to follow Planning Commission recommendations.

## **II. City Code**

As presently ordained, South Weber City has a five-member planning commission. Its members are appointed by the mayor with the advice and consent of the city council.<sup>3</sup> The term of each planning commission member is five years and until a successor is appointed. One member of the planning commission is appointed each January. No member may serve more than two consecutive terms.<sup>4</sup>

Members of the planning commission may be removed at the discretion of the mayor and with approval by a majority of city council.<sup>5</sup>

Each year, the planning commission must elect a chair and vice chair. The election of a chair and vice chair is not required to occur in any particular month, so long as it occurs annually.<sup>6</sup>

In addition to the core duties assigned by state law, the South Weber City Planning Commission enjoys the authority to hear and decide certain conditional use permits and to advise the city council on matters as directed by the city council.<sup>7</sup>

## **III. Discussion**

The South Weber City Council has broad discretion to establish the appointment process and composition of the planning commission. It has full legislative prerogative to determine the number of members, terms of the members, mode of appointment, procedures for filling vacancies and removal from office, authority of the planning commission beyond the four core duties establishing by state law, and the rules of order and procedure used by the planning commission.

The planning commission plays an important role in city government—it is the first and primary body responsible for soliciting, hearing, and weighing public input on land use matters. Public confidence in city leadership is affected by the openness, fairness, and competence of the planning commission. The city council depends on the planning commission for sound recommendations on plans and land use decisions.

<sup>3</sup> South Weber City Code § 10-3-1.

<sup>4</sup> South Weber City Code § 10-3-3.

<sup>5</sup> South Weber City Code § 10-3-3.

<sup>6</sup> South Weber City Code § 10-3-4.

<sup>7</sup> South Weber City Code § 10-3-5.

The following is a list of principles for the council to consider should it decide to amend the appointment process or composition of the planning commission:

**Number of members.** A best practice is for the planning commission to be large enough to achieve broad representation of the community (geographic, technical experience, length of residence in city, etc.) and small enough to conduct its work efficiently. To avoid tie votes, an odd number is optimal.

We are not aware of a city in Utah with a planning commission of fewer than five members. The largest we know of is Salt Lake City with eleven members.

**Terms of the members.** Most decisions of the planning commission are administrative in nature. They are not elected bodies. Their recommendations to the city council are technical in nature. For this reason, most cities prefer that the planning commission be insulated from political influence. This is achieved by appointing planning commissioners to terms that overlap those of an individual mayor or member of the city council. Without exception, every city we surveyed overlaps the terms of planning commissioners.

We are not aware of a city in Utah with terms shorter than two years. The longest terms we know of are five-year terms in South Weber, Salt Lake City, and North Ogden; and six-year terms in Price.

**Mode of appointment.** In keeping with the traditional executive-legislative functions, the best practice is for the mayor to appoint planning commissioners with the advice and consent of the city council. We are not aware of any city that appoints planning commissioners other than by mayoral appointment with advice and consent of the legislative body.

**Timing of appointment.** In general terms, there is no best practice for the timing of planning commission appointments. For this decision, we recommend considering the practical timing relative to other city appointments or decisions.

**Other municipalities.** To aid the council, on the following page is a matrix depicting the number of members, term, term limits, method of appointment, and timing of appointment for ten other municipalities in the State of Utah. The shaded cells are those of municipalities with populations comparable to South Weber City.

**PLANNING COMMISSIONS IN PEER CITIES:  
COMPOSITION & APPOINTMENT**

<b>City</b>	<b>Number</b>	<b>Term (years)</b>	<b>Term Limits</b>	<b>Method of Appointment</b>	<b>Timing of Appointment</b>
<i>South Weber</i>	5	5	2	<i>Mayor w/ advice and consent of council</i>	<i>January</i>
Plain City	5 (1 alt)	3	2	Mayor w/ advice and consent of council	n/a
Price	7	6	n/a	Mayor w/ advice and consent of council	n/a
Providence	5 (2 alt)	3	2	Mayor w/ advice and consent of council	February
Richfield	7	3	3	Mayor w/ advice and consent of council	February
Santa Clara	7	5	2	Mayor w. advice and consent of council	n/a
Layton	7	3	3	Mayor w/ advice and consent of council	July
Salt Lake City	11	5	2	Mayor w/ advice and consent of council	n/a
Francis	5	2	n/a	Mayor w/ advice and consent of council	n/a
North Ogden	7	5	n/a	Mayor w/ advice and consent of council	January
Farmington	7	4	n/a	Mayor w/ advice and consent of council	n/a
Clearfield	7	5	n/a	Mayor w/ advice and consent of council	n/a