

RESOLUTION 22-31

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
ADOPTING LAW ENFORCEMENT CONTRACT
WITH DAVIS COUNTY SHERIFF'S OFFICE**

WHEREAS, current law enforcement contract 2019-396 expires on June 30, 2022; and

WHEREAS, South Weber wishes to continue having Davis County Sheriff's Office (DCSO) operate within the city; and

WHEREAS, DCSO has changed their method for calculating their cost of providing law enforcement service from per hour to per patrol; and

WHEREAS, the Public Safety Committee recommends contracting for two patrol units for a one-year term allowing time to evaluate the efficacy of this model and negotiate a longer-term solution;

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

Section 1. Adopt: Interlocal Cooperation Agreement for Law Enforcement Services with Davis County is hereby amended 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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 28th day of June 2022.

Roll call vote is as follows:

Council Member Halverson	<input checked="" type="radio"/> FOR	AGAINST
Council Member Petty	<input type="radio"/> FOR	AGAINST
Council Member Soderquist	<input checked="" type="radio"/> FOR	AGAINST
Council Member Alberts	<input checked="" type="radio"/> FOR	AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	AGAINST

Excused


Rod Westbroek, Mayor



Attest: Lisa Smith, Recorder



EXHIBIT 1

DAVIS COUNTY SHERIFF'S OFFICE AGREEMENT AMENDMENT

INTERLOCAL COOPERATION AGREEMENT FOR
LAW ENFORCEMENT SERVICES

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

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) maintains a law enforcement department, which includes the Sheriff and his deputies and all the requisite patrol cars and other equipment necessary to provide law enforcement services within Davis County;

C. WHEREAS, the City is a municipal corporation of the State of Utah and as such operates the South Weber Municipal Justice Court (“Court”);

D. WHEREAS, the City desires to contract with the County for bailiff services for the Court to meet the City's statutory obligations under Section 78A-7-103, *Utah Code Ann.*, to provide sufficient local law enforcement officers to attend the Court when required and provide security for the Court as bailiffs of the Court;

E. WHEREAS, the City does not have a police department, patrol cars, or law enforcement equipment and desires to provide its citizens with law enforcement services at a minimum of expense;

F. WHEREAS, the City desires to benefit from the County’s law enforcement services as specified in this Agreement; and

G. WHEREAS, the County desires to permit the City to benefit from the County’s law enforcement services as specified in this Agreement.

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

1. Definitions.

- a. *Patrol Unit* shall mean a certified non-paramedic law enforcement officer, and the vehicle and equipment necessary for that officer to perform his or her duties, dedicated to patrol South Weber City for at least forty (40) hours per week.

2. Services.

a. *Services within the Scope of this Agreement.* The County, through the Sheriff's Office, shall provide the following law enforcement services to the City under this Agreement:

1) The County shall provide deputies, who shall be certified law enforcement officers as in accordance with Section 53-13-103, Utah Code Annotated, to the City to act as bailiffs of the Court during sessions of the Court at two (2) hours per session two (2) times each month.

a) The County shall provide one bailiff for each session of the Court unless circumstances necessitate otherwise, or the City specifically requests additional bailiffs for particular sessions of the Court.

b) Bailiff services shall include attendance, security, and law enforcement related services as described in Rule 3-414(5)-(8), Utah Code of Judicial Administration during sessions of the Court but do not include services as clerk of the Court or custodian or the transportation of prisoners except as described in and compensated for as provided in this Agreement.

2) Two (2) Patrol Units to provide traffic enforcement and preventive patrol, crime prevention, investigations, crime lab services, emergency services, and school education programs, among other law enforcement services not specifically excepted by this Agreement;

3) The law enforcement services provided by the County, through the Sheriff's Office, to the City under this Agreement shall be provided by sworn County peace officers, who:

a) Through this Agreement, are authorized by the City to enforce the City's ordinances, and, thus, shall, under the terms of this Agreement, enforce the City's ordinances; and

b) Are authorized by Utah law, regulations, rule, policy or otherwise and Davis County ordinance, regulation, policy or otherwise to perform law enforcement services, and, thus, shall enforce such laws, regulations, rules, policies or otherwise.

4) Provide all law enforcement equipment necessary for the County, through the Sheriff's Office, to provide the law enforcement services which are the subject of this Agreement, including, but not limited to, vehicles and other law enforcement equipment that are needed to perform the law enforcement services required under this Agreement;

5) Offenses, which could be charged as violations of either state law or the City's ordinances, shall be charged as violations of the City's ordinances and filed with the Court, assuming it is permitted by law;

6) Whether arising under state law or the City's ordinances, all offenses occurring within the City, which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may otherwise be filed in the Court, shall be filed in the Court;

7) If the offender is a juvenile, whether under state law or the City's ordinances, all offenses occurring within the City which are classified as infractions, class C misdemeanors, or class B misdemeanors, or which may

otherwise be filed in the Court, shall be filed in the Court, except those areas specifically reserved for the juvenile court, such as DUI's involving juveniles;

8) Assure that County officers or employees, who are witnesses for matters involving the City under this Agreement, appear at all Court proceedings, if proper notice has been received by such County officers or employees for such proceedings;

9) The City shall notify the County of the date, time, and place of any proceeding before the Court, as well as the name of the officer or employee of the County needed in those proceedings; such notice shall be in writing and sent by mail to the Sheriff's Office or be hand-delivered to the Sheriff's Office at least ten (10) days prior to the proceeding; if the proceeding is scheduled within less than ten (10) days, the City shall make a reasonable effort to notify the County as soon as possible of the need for an appearance by the County officer or employee;

10) If an officer or employee who has received notice of a proceeding before the Court fails to appear at that proceeding and has not made a good faith and reasonable effort to notify the City, the City shall inform the County of said fact, and the County shall take all steps reasonably necessary to ensure that the failure to appear will not occur again and that appropriate action has been taken with respect to the officer or employee; and

11) If an officer or employee of the County should not be able to attend a Court proceeding after notice has been received by the City, that officer or employee shall be responsible to contact the Court not less than forty-eight (48) hours, or as soon as reasonably possible, before the time set for the proceeding.

b. *Other Law Enforcement Services.* The following are not law enforcement services that the County, through the Sheriff's Office, shall provide to the City under this Agreement:

1) Law enforcement services which are not identified under this Agreement, or which are not of similar nature to those services identified under this Agreement, including, but not limited to, serving notices and warrants;

2) Law enforcement services which are in connection with the Utah Highway Patrol, including, but not limited to, accident investigations and/or paramedic service, or other services which may receive reimbursement from insurance carriers or private parties as a result of providing medical care or ambulance services; and

3) Court appearances by County law enforcement officers; however, for all Court appearances involving the City, the City shall pay to the County the witness fee required for each County representative to appear in Court (The amount of each witness fee required under this subparagraph shall be equal to the then-current amount required to be paid to a witness to appear in district court).

3. Compensation.

a. The County agrees to perform the services outlined in this Agreement, and the City agrees to pay the County One Hundred Thirty-Two Thousand Six Hundred Sixty-Nine Dollars and Twenty Cents (\$132,669.20) per Patrol Unit per year, which equals Eleven Thousand Fifty-Five Dollars and Seventy-Seven Cents (\$11,055.77) per Patrol Unit per month for the law enforcement services provided under this Agreement from July 1, 2022 through June 30, 2023. At a service level of two Patrol Units, the cost of this

Agreement totals Two-Hundred Sixty-Five Thousand Three Hundred Thirty-Eight Dollars and Forty Cents (\$265,338.40) per year, which equals a total cost of Twenty-Two Thousand One Hundred Eleven Dollars and Fifty-Three Cents (\$22,111.53) per month. The foregoing monthly payment amounts shall be paid by City to County within thirty (30) calendar days of receiving an invoice from the County.

b. Any state liquor taxed revenues attributable to the City which are, in fact, paid to the City will be forwarded to the County and are not included as a part of the City's payment based on the requirement to pay for housing and prosecution of alcohol violations that would exceed available state liquor revenue funds attributable to the City.

c. Compensation for the bailiff services provided by the County to the City under this foregoing agreement shall be based upon the following schedule:

1) The County will provide a certified law enforcement officer at a billed rate of fifty dollars (\$50.00) per hour for up to ten (10) hours per month, twelve (12) months per year. Time will be billed based upon the services performed as bailiff or for such other security services as required or requested by the Court in addition to the regular bailiff services listed above under "services". The period of billing time shall start one-half (1/2) hour prior to the bailiff's required time in Court and ending one-half (1/2) hour after the termination of the Court security services. One (1) round trip from Farmington to the Court will be billed per day of bailiff services with or without prisoner transports.

2) Vehicle fee for maintenance, fuel, and usage shall be billed at the rate of one dollar (\$ 1.00) per mile for the vehicle. There shall be a maximum limit of three (3) prisoners for one officer per vehicle. More than three (3) prisoners will require multiple trips and/or multiple deputies.

3) In the event that timely notice of not less than two (2) business days canceling the need for bailiff services is not provided by the City, the City shall reimburse the County for two (2) hours of payroll costs and round-trip vehicle mileage per occurrence. Notice of cancellation shall be given to the Davis County Sheriff's Captain over court services.

4. Narcotic Strike Force. Law enforcement services incurred with respect to operations of the Davis Metro Narcotics Strike Force are not included in this Agreement. The City, however, may negotiate and contract directly with the Board of Directors of the Davis Metro Narcotics Strike Force as a participating member of that organization.

5. Warrants.

a. Administration of the City warrants is the sole responsibility of the City. This shall include the issuance, records keeping, and recall of any City warrant.

b. The City shall provide the County with adequate, timely warrant-related information during normal working business hours.

c. The County will not be responsible for any administrative errors or omissions regarding warrants issued by the City. The County shall be required only to act in accordance with the provisions of the Warrant and shall note the dates, times, signatures, and any particular restrictions on the warrant itself.

d. The County shall not be responsible for contacting the City to verify if a warrant has or should have been recalled.

6. Term of Agreement. The term of this Agreement shall begin on July 1, 2022 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2023 at 11:59 p.m. (the "Term").

7. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty (30) calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty (30) calendar days to cure the breach, and the breaching party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, sixty (60) days after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

8. Reports. The County, through the Sheriff's Office, shall prepare and submit monthly reports to the City describing such matters as the number of calls for service, violations of the City's ordinances, hours spent in the performance of law enforcements services within the City, or any other information as may be requested by the City's Mayor, Manager, or its City Council. These reports shall be submitted by the County to the City, through the City's Mayor, Manager, or its City Council. If requested, the County, through the Sheriff, or his designee, shall attend a City Council meeting to discuss the report and the law enforcement services provided by the County to the City under this Agreement.

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

<p><u>To the City:</u> South Weber City Attention: City Manager 1600 E. South Weber Drive South Weber, UT 84405</p>	<p><u>To the County:</u> Davis County Attn: Sheriff P.O. Box 618 Farmington, UT 84025</p> <p>and</p> <p>Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025</p>
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10. Liabilities. To the extent permitted by applicable law, ordinance, rule, and/or regulation, all privileges and immunities from liability, which are ordinarily available to the City, shall apply to the County and its representatives while performing law enforcement services under this Agreement. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each Party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by that specific Party and the other Party shall have no liability or responsibility for the other Party's actions, activities, or business.

11. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, defend, and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Reps"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Reps"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or

otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions of the County and/or the County Reps, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions of the County or the County Reps.

12. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

13. No Separate Legal Entity. No separate legal entity is created by this Agreement. To the extent that this Agreement requires administration, other than as set forth herein, this Agreement shall be administered by the governing bodies of each of the Parties acting in concert as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition.

14. No Relief of Obligation. This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law.

15. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

16. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

17. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

18. 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.

19. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

20. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

21. 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.

22. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to

the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

23. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

24. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

25. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

26. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.


27. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

28. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

SOUTH WEBER CITY


City Manager David Larson

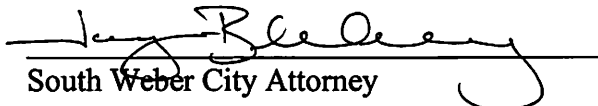
Dated: 6/28/2022

ATTEST


South Weber City Recorder

Dated: 6/28/22

APPROVED AS TO FORM AND LEGALITY:


South Weber City Attorney

Dated: 28 June 2022

DAVIS COUNTY

Chair, Board of Davis County

Dated: _____

Commissioners

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office
Dated: _____