



**NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION**

TUESDAY, MARCH 3, 2026- 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, March 3, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

- A. Questions/Discussion on Audit
- B. Update on Special Events Permit

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on February 26, 2026. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MARCH 3, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, March 3, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over www.youtube.com/@southogdencity and www.facebook.com/southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. Call to Order – Mayor Russell Porter
- B. Prayer/Moment of Silence -
- C. Pledge of Allegiance – Council Member Howard

II. RECOGNITION OF EMPLOYEES

- III. PUBLIC COMMENTS – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.
Please limit your comments to three minutes.

IV. RESPONSE TO PUBLIC COMMENT

V. AUDIT REPORT

Marcus Arbuckle, Keddington & Christensen

VI. CONSENT AGENDA

Approval of February 3, 2026 Council Minutes and January 23-24, 2026 Strategic Planning Meeting Minutes

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 26-04** – Approving an Agreement with TimeClock Plus for Use of Time Keeping Software
- B. Consideration of **Resolution 26-05** – Approving and Interlocal Agreement with Weber County Relating to the Delivery of Municipal Solid Waste to the Weber County Transfer Station

VIII. REPORTS/DIRECTION TO CITY MANAGER

- A. City Council Members
- B. City Manager
- C. Mayor

IX. ADJOURN

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Leesa Kapetanov, City Recorder

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**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL
ANNUAL STRATEGIC PLANNING WORK SESSION**

FRIDAY, JANUARY 23, 2026- 4-7:30 PM
SATURDAY, JANUARY 24, 2026- 9 AM – 2:30 PM
ZION'S BANK BUILDING – 1 S. MAIN STREET, SALT
LAKE CITY UTAH, 84133

**JANUARY 23, 2026
STRATEGIC PLANNING WORK SESSION MINUTES**

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Doug Stephens, Jeremy Howe, and Clayton Peterson

COUNCIL MEMBERS EXCUSED

Jeannette Smyth

STAFF PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public Works Director Jon Andersen, Water Manager Jason Brennan, Police Chief Darin Parke, Fire Chief Cameron West, Deputy Fire Chief Brandon Storey, Planner Alikea Murphy, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

OTHERS PRESENT

Rachel Anjewierden, Tyler Murphy, Michelle Howard, Heather Peterson, Kim Howe, and Erin Storey

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260123_1707.mp3?t=202602041152200&t=202602041152200 or by requesting a copy

from the office of the South Ogden City Recorder.

I. CALL TO ORDER –

- Mayor Russell Porter called the meeting to order at 4:11 pm. He excused Council Member Smyth who was not feeling well then called for a motion to begin.

00:00:00

46
47 Council Member Howard so moved, followed by a second from Council Member Peterson.
48 Council Members Howard, Stephens, Howe, and Peterson all voted aye.
49

- 50 • The mayor asked everyone to introduce themselves
51 00:01:42
52

53 II. DEPARTMENT DIRECTOR REPORTS

54 A. Public Works Director Jon Andersen - Parks and Recreation

- 55 • Mr. Andersen gave a handout to those present. See Attachment A.
56 00:05:12
57

58 B. Fire Chief Cameron West – Fire Department

- 59 • Chief West also had a handout. See Attachment B.
60 00:26:01
61

62 C. Finance Director Peter Anjewierden – Finance Department

- 63 • Director Anjewierden used a visual presentation. See Attachment C.
64 00:40:10
65

66 D. Police Chief Darin Parke – Police Department

- 67 • Chief Parke had prepared a visual presentation. See Attachment D.
68 00:55:39
69

70 E. Public Works Director Jon Andersen - Public Works Department

- 71 • Director Andersen covered the public works department as part of his first report
72
73

74 F. Assistant City Manager Summer Palmer- Administration/Courts

- 75 • Ms. Palmer also had a visual presentation. See Attachment E.
76 01:18:26
77

- 78 • Comments by City Manager Matt Dixon
79 01:44:26
80

81 III. DINNER BREAK

82 The group broke at 6:00 pm for dinner. After dinner, it was determined that since the rest
83 of the meeting was for team building activities, no recording would be made and the
84 meeting should be adjourned. At 6:56 pm, Mayor Porter called for a motion to close the
85 meeting. 01:48:37

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Council Member Howe so moved, followed by a second from Council Member Howard. All members of the council present voted aye.

IV. GROUP ACTIVITY

The group activity consisted of determining personality types and talking about how understanding the personality types of co-workers would help in bettering workplace relationships.



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JANUARY 24, 2026
STRATEGIC PLANNING WORK SESSION AGENDA

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260124_1000.mp3?t=202602041154370&t=202602041154370 or by requesting a copy from the office of the South Ogden City Recorder.

I. BREAKFAST

Breakfast was held from 8:30 to 9:00 am

II. STRATEGIC PLAN REVIEW/UPDATE

At 9:05 am, Mayor Porter called for a motion to open the work session

00:00:18

Council Member Howe so moved. The motion was seconded by Council Member Howard. Council Members Howard, Stephens, Howe, and Peterson all voted aye.

- City Manager Matt Dixon gave an overview of the strategic planning process. Throughout the day, he used a slide presentation. See Attachment F.

00:00:36

- Mr. Dixon briefly reviewed the City’s Mission Statement

00:10:02

A. Vision Statement Review

- After discussion, it was decided that they would revisit the Vision Statement during an upcoming work session

00:12:17

Note: In the following discussions on strengths, weaknesses, opportunities, threats, strategic priorities, and strategic initiatives, City Manager Dixon followed the same outline of discussion: He would give instructions about what each topic consisted of, have each person make a list of priority items and ideas under each topic, then each person shared what they had written with those at their table. Each table would then present their top three ideas to the entire group. Since coming up with ideas individually had no talking and sharing with their table had many voices talking at once, only the portion of the meeting where tables shared with the whole group was recorded. Each group also posted their ideas on a large sheet of paper. Photos of the ideas can be viewed in Attachment G.

B. S.W.O.T. Exercise
Strengths

- 169
- Instructions on coming up with the City’s strengths

170 00:20:39

171

- 172
- Presentation of strengths 00:23:21

173

174 Weaknesses

- 175
- Instructions for coming up with the City’s weaknesses

176 00:29:02

- 177
- Presentation of weaknesses

178 00:29:30

179 Threats

- 180
- Instructions for coming up with the City’s threats

181 00:36:59

- 182
- Presentation of threats 00:37:51

183

184 Opportunities

- 185
- Instructions for coming up with the City’s opportunities

186 00:43:26

- 187
- Presentation of opportunities 00:44:24

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189 **III. BREAK**

190 At 10:17, the group took a 5 minute break

191

192

193 **IV. STRATEGIC PRIORITIES EXERCISE**

- 194
- Instructions on strategic priorities exercise

195 00:50:18

- 196
- Discussion on whether to keep the current strategic priorities, remove some of them, or add more

197 00:53:01

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200 **V. BREAK**

- 201
- A break was scheduled for 11 am, however, to keep on schedule, Mr. Dixon did not take a break

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203

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205 **VI. STRATEGIC INITIATIVES EXERCISE**

206 Overview and instructions on strategic initiative exercise

207 00:58:44

208 **A. Fiscal Responsibility**

- 209
- Instruction for coming up with initiatives on fiscal responsibility

210		01:02:08
211	• Discussion	01:04:07
212		
213	B. <u>Infrastructure</u>	
214	• Directions on initiatives for infrastructure	
215		01:22:30
216	• A recording of the discussion on Infrastructure was not made	
217		
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219	VII. LUNCH	
220	The group broke for lunch at 11:49 am	
221		
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223	VIII. STRATEGIC INITIATIVES EXERCISE (continued)	
224	The work session started again at 12:40 pm. A new recording was started at this point.	
225	The new recording can be found at	
226	https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC2	
227	60124_1246.mp3?t=202602041156280&t=202602041156280	
228	or requested from the office of the City Recorder.	
229		
230	C. <u>Our Employees</u>	
231	• Instruction	00:03:19
232	• Discussion	00:05:25
233		
234		
235	D. <u>Our Community</u>	
236	• <u>Spaces and Beautification</u>	
237	Instruction	00:27:57
238	Discussion	00:30:40
239	• <u>Events and Engagement</u>	
240	Instruction	00:37:40
241	Discussion	00:39:15
242		
243		
244	E. <u>Economic Development</u>	
245	• Instruction	00:53:10
246	• Discussion	00:54:36
247		
248		
249	IX. ADJOURN	
250	At 2:17 pm, Mayor Porter thanked everyone for taking the time to be there and called for	
251	a motion to adjourn	01:00:50

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Council Member Howard so moved. Council Member Stephens seconded the motion. The voice vote was unanimous in favor of the motion.

DRAFT

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session held Friday and Saturday, January 23 and 24, 2026.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Department Director Jon Andersen Handout

South Ogden City 2026 Report

Departments:

1-Inspections	2-Building Maintenance
3-Parks	4-Recreation
5-Water	6-Sewer
7-Streets	8-Storm Water
9-Fleet	

Inspections:

2025 - Residential permits dropped by a few and Commercial permits almost doubled with some remodels and a new 25-unit complex.

Hiring of a City Planner has given the Building Official to focus on inspections?????

Building Maintenance:

2025 - Completed the upgrades to City Hall
Keeping up with the aging buildings

2026 – Needs for the future

PUBLIC WORKS REMODEL
Parks gate overhaul

City Hall Roof replacement

City hall – air handler overhaul, garage doors 81, commercial vacuum, control valves, window coverings,

Parks:

2025 - Completed Burch Creek field renovation

Installed four monuments Heritage Trial-Friendship Park

Park restroom improvements

2026 – Applied for two RAMP grants

Major- Meadows Park \$923,230.63

RAMP Request \$476,965.25

SOC portion \$4446,265.38

Minor- Nature Park Enhancement \$251,171.40

1

Parks cont.

RAMP request \$173,056.00

SOC portion \$78,115.40

Small mower replacement

Recreation:

2025- Adjusted part-time wages to make it more competitive and help with recruitment.

Pickle Ball Leagues

WFFL 4 teams

2026 – Use and scheduling of the newly renovated Burch Creek Field area.

New Programs – 7 vs 7, spike ball, youth soccer expansion, rugby league.

Water:

2025 – Two water projects

40th St waterline - \$1,338,997.50

900 E. waterline & new PRV \$

Converted to a new SCADA system

Two recertified for backflow testing

2026 – Towers for radio reads

PRV upgrade & new meters

Sewer

2025 – 700 E, sewer project completed

Annual manhole inspections

Annual cleaning of system

2026 – Henry Miller area lining project

Lining of Chimes after road project

Trunk Line turnover

Will need a new vac truck in the next 3-5 years

Continue to GIS sewer

2

Streets:

2025 – one road rebuild – 900 E.

Edge-mill & Overlay Ben Lomond, Sunset, and a portion of Porter Ave.

Chip sealed several areas that were repaved in the last two years

2026 – continue using a budget of approximately \$1,500,000. for road projects

-Needs????

Storm Water:

2025 - Two projects

40th completed through Washington BLVD for future expansion

900 E. upgraded some pipe and few catch basins during the road rebuild

Annual cleaning of system

13th year with the Weber County Storm Water Coalition.

2026 – Reline Burch Creek Hollow (4831 & 4841)

Continue to GIS Storm

Adams AVE Storm Project (40th-42nd)

Fleet:

2025 – Kept all departments running as best as could with the current situation

New Fire/Ladder truck delivered late August

Pricing and collect information for the 2026 lease package

2026 – Assit all departments in the new equipment approved in the 2026 lease package

Keep the rest of the Fleet going

Developing a replacement plan to move forward with



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ATTACHMENT B

Handout from Fire Chief Cameron West



Prepared for the South Ogden City
Elected Body

**South Ogden Fire
Department**
Operational Needs & Outlook



Accomplishments & Support

- Your support has enabled major progress:
 - New tower truck investment
 - Pro-employee decisions
 - Strengthening capabilities and operations
 - Permanent Part-Time staffing investment

Ensuring every firefighter goes home safely at the end of each shift

- Adequate staffing to prevent dangerous short staffing events
- Training that supports readiness and safety
- Reliable apparatus and equipment to avoid out-of-service gaps
- Proactive replacement planning to avoid operational disruptions



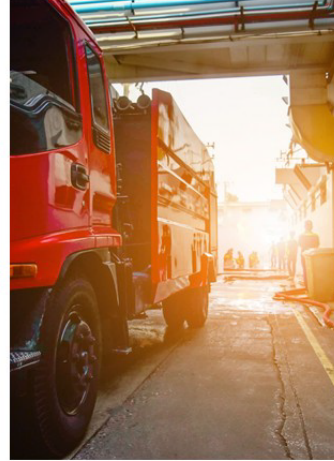
Staffing and Equipment Reality

- Our crews continue making daily adjustments to manage short staffing, often stretching themselves to ensure the community remains protected.
- When units operate below minimum staffing, the risk to firefighter safety increases—impacting the men and women who show up every day to serve this city.
- Inconsistent staffing doesn't just strain our teams; it can slow response times and affect the level of service our residents depend on during their worst moments.
- Providing adequate personal protective equipment (PPE) remains an ongoing challenge, yet it is the only barrier between our firefighters and serious injury.
- PPE, tools, and essential equipment require steady, reliable funding to keep our responders safe and ensure they can continue delivering the high-quality service our community expects.

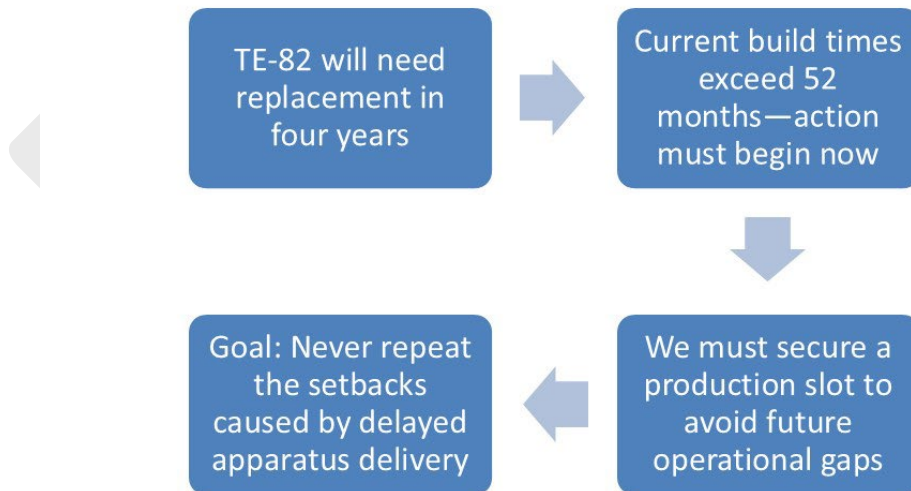


Apparatus being out of service for extended periods puts the city at risk

- This year’s delay in the arrival of the new truck resulted in an extended period of reduced operational capacity—an experience that underscored how vulnerable we can be when key apparatus is out of service.
- Situations like this remain a significant concern, as they highlight the potential risks to both response capability and community safety.
- Strengthening redundancy, maintenance planning, and our apparatus replacement strategy is essential to prevent similar vulnerabilities in the future.



Apparatus



Increase Staffing at Station 82

- Why staffing must increase:
 - With two apparatus responding out of Station 82, our crews need additional personnel to operate safely and effectively—ensuring firefighters aren’t placed in situations where they must do more with less.
 - Adequate staffing is essential to meet safety standards and NFPA guidelines, protecting the men and women who put themselves in harm’s way for our residents every day.
 - Increasing staffing helps distribute the workload more evenly, reducing burnout and improving our ability to respond quickly when families in our community call for help.

Remodel of Station 82

- Reasons for remodeling:
 - Growing our staffing means creating additional living and working space—so our firefighters have a safe, functional place to rest, train, and prepare to serve the community.
 - Updating Station 82 to meet modern health and safety standards protects our crews from long-term exposure risks and supports their physical and mental well-being.
 - Remodeling strengthens our long-term operational model, helping ensure the station can support the city’s needs not just today, but for decades to come.

Opportunities Ahead

- Potential revenue sources:
 - Transforming our current command trailer into a communication deployment unit would not only strengthen regional response capabilities but also create a new revenue stream that helps offset departmental costs.
 - Expanding our brush truck deployment opportunities allows us to support state and federal wildfire efforts—bringing in additional funding while showcasing the dedication and professionalism of our firefighters on a wider stage.

Upcoming Challenges (2026 & Beyond)

- Key challenges the department must prepare for:
 - **House Bill 301 introduces new ambulance service requirements** that will significantly shape how we staff, equip, and deliver emergency medical care—raising expectations at a time when every second matters for our residents.
 - **Growing Wildland Urban Interface (WUI) risks demand stronger compliance and preparedness**, as changing conditions place more homes and neighborhoods at risk and require our firefighters to be trained and equipped for increasingly complex incidents.
 - **Mandatory cancer screening for all firefighters within the next three years**, funded by South Ogden City, reflects an essential investment in the long-term health of the men and women who protect this community—many of whom face elevated cancer risks simply because of the job they proudly perform.

Positioning for the Future

- To sustain readiness, we must:
 - **Begin the replacement process for Engine 82**, ensuring our firefighters have reliable, modern apparatus to protect the community without interruptions caused by mechanical failures or extended downtime.
 - **Add a new ambulance at Station 82** so we can meet rising EMS demands and ensure faster, more dependable care for residents experiencing medical emergencies.
 - **Increase staffing to safely operate two apparatus**, giving our crews the support they need to respond effectively while reducing fatigue, burnout, and unnecessary risk.
 - **Remodel Station 82** to provide a safe, functional workspace that supports growing staffing, modern equipment, and the long-term operational needs of our community.

A graphic consisting of a dark grey arrow pointing left, a dark grey arrow pointing right, and a large question mark. The question mark is filled with a colorful, multi-colored mosaic pattern. Below the question mark is a smaller circle with the same mosaic pattern.

Questions

DRAFT

ATTACHMENT C

Visual Presentation by Finance Director Peter Anjewierden

South Ogden Finance Department



Recorder:
Leesa Kapetanov

Accountant:
Lori Hurd



Treasurer:
Jeannine Teel



Accomplishments in the Last Year

Online Invoicing System:

With the help of administration management, accounting team, and department directors.

- ▶ Ability for multiple users in each department to input invoices
- ▶ Improved reporting for department directors
- ▶ More seamless remote invoice review and approval
- ▶ Essentially paperless!

Invoices used to fill one cabinet per year...



Accomplishments in the Last Year

Improvements Budgeted for by Council and management Included:

- ▶ Replacement of some aging fleet vehicles especially Police and some ancient Public Works trucks
- ▶ Software improvements (VOIP / Ethernet)
- ▶ Replacement police laptops
- ▶ South Ogden Days increased funding obtained
- ▶ Fire Truck / and Skate Park (before my time)
- ▶ Priorities on City Employees

All of these things help us to better serve the City!



Future Horizon Planning

- ▶ Public business registration module improvements
- ▶ Sustainable replacement of fleet vehicles
 - ▶ Try to replace $\frac{1}{4}$ of four-year life cycle vehicles annually
 - ▶ Improve safety as well as employee's 'virtual offices'
- ▶ Time keeping software
 - ▶ Reduce payroll time processing / complexity
 - ▶ Improve reporting ease and accuracy
 - ▶ Current process is too paper heavy
- ▶ Update capital improvement plans
 - ▶ Required for impact fee planning
 - ▶ Longer term vision of projects

Challenges New and Old

- ▶ Capacity to maintain and exceed quality of work
 - ▶ Small to mid-size city still have most of the same statutory or implied responsibilities as major cities
- ▶ Cost increases in personnel / benefits
 - ▶ Impacted by market conditions and data driven adjustments
- ▶ Cost increases for capital projects
 - ▶ Materials and contract labor cost overruns
- ▶ Keeping technology up to date but also forward thinking
 - ▶ OCR recognition, Software evaluation, AI adoption?

Strategic Priorities

- ▶ Reporting to improve quality
 - ▶ Not just accuracy error mitigation, but repeatable financial processes
- ▶ Financial Planning
 - ▶ Short term annual / into next year
 - ▶ 3-5 Year planning for budgets Sustainability model
- ▶ Revenue / Expense projections
 - ▶ Investment / growth opportunities
 - ▶ Revenue sources to sustain expense needs

Never really done just ITERATIVE Improvement Processes

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ATTACHMENT D

Police Chief Darrin Parke Presentation



2025 Summary

1

Part Of:
County Attorney Critical Incident Team
Werber Metro C.R.A.S.H. Team
UT Attorney General, Internet Crimes Against Children (ICAC)

Work With:
Children's Justice Center
Sexual Assault Nurse Examiners

Contract Services Provided:
Animal Services:
Terrace \$50,668
Riverdale \$22,485
School Resource \$88,199

Contract Services Received:
C.S.I. \$49,797
Ogden S.W.A.T. \$ 4,765
W/M Narcotics \$17,749

2

Achievements~ Calls Patrol & A.S. 22,203

• Patrol		• Animal Services	
• Calls	20,606	• Calls	1,597
• Domestic Complaints	226	• South Ogden	1,256
• Mental Subjects	175	• Riverdale	25
• Assaults	175	• Washington Terrace	316
• Thefts-auto, v burg, shoplift	190	• Animal Impounds	247
• Arrests	749		
• Auto Accidents	489		
• Registered Sex Offenders	68		

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Achievements

• Detectives		• Records	
• Cases	Opened = 1,762 Active = 253	• Processes and routes all work product from Patrol, Detectives, and Animal Services	
• 3 Detectives with 84 cases each		• Submits crime statistics to UCJIS and FBI	
• Sex Offences, Financial Crime, and Property Crime			
• Closed by:		• Requests- Reports, Body Cam	2,200
• Arrest	47	• Fingerprints	178
• Inactive	76	• Expungements	499
• Exception	58		
• Civil	32		
• Referred to OJ	10		
• Unfounded	53		

4



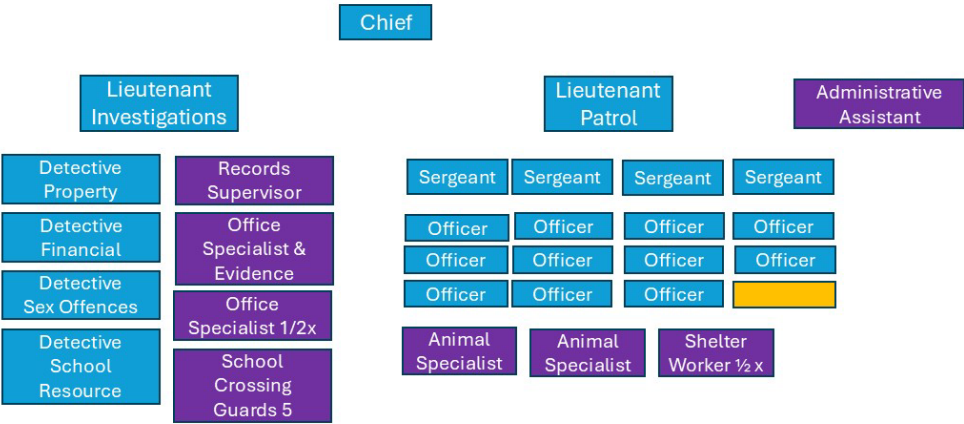
Comparisons 2024

Source: [2024 Crime in Utah Report](#)

- FBI National Incident Based Reporting System (NIBRS) Total~ Crimes against Persons, Property, and Society:

	Population		NIBRS	To SOPD:	Cr. Per 1,000	Officers Per 1,000
SOC	17,740		826		46.56	(#22) 1.2
Roy	38,353 +216%		1,477 +78%		38.51	(#41) 1.1
NOC	22,645 +28%		558 -48%		24.64	(#21) 0.9
Brghm	20,066 +13%		399 -207%		19.88	(#31) 1.5

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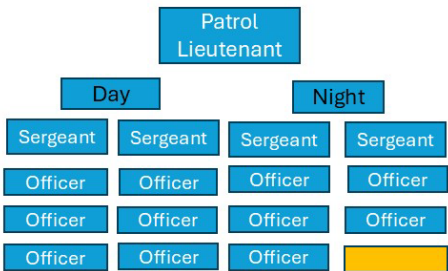


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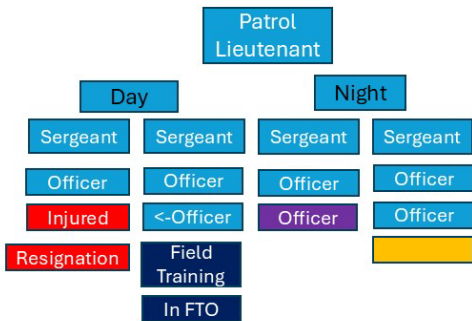
Real World:

- A retirement occurred in August; a new Officer was hired in November and began 10 weeks of field training (mid February).
 - The result is 2 squads of 3 Officers and 2 squads of “4” Officers
- A resignation occurred January 2 causing 3 squads of 3 and 1 squad of “4”
- An Officer was injured and unable to work resulting in 1 squad of 2, 2 squads of 3, and one squad of “4”

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When fully staffed, we have 3 squads of 4 Officers and 1 squad of 3 Officers.



A retirement/ new hire caused 2 squads of 3 officers and one squad of 4 officers and one squad of <4. Field Training is 10 weeks.

A resignation caused 3 squads of 3 officers.

An injury reduced 1 squad to 2 officers vs 4.

In 2025, 23% of the time we had two patrol officers on duty. Staffing strain is a common operational challenge. The 3 Officer squad worked 56% of shifts with 2 patrol officers.

8

Fiscal Year 2026 - 2027

- Market Competition with other Departments~ Hiring and Retention

Equipment:

- Patrol Vehicles ~ Ordering and availability complications; window closes in June 2026
- Tasers ~ Applied Use of Force = 29; Taser Displayed = 4, Taser Used = 6
- 3 Officers
- South Ogden Days security enhancement

9

Discussion

10

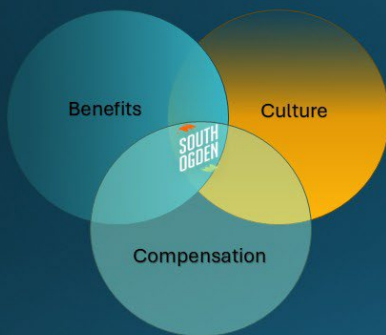


ATTACHMENT D

Visual Presentation by Assistant City Manager Summer Palmer

ADMINISTRATION DEPARTMENT CITY COUNCIL RETREAT

Improve Recruitment and Retention



- This is never done!
- Continue to monitor our total compensation mix.
 - Currently benchmarking and reviewing time-off policy.
 - Continue to fund compensation strategy.
- Review Employee Survey results for suggestions.
- Turnover dropped from 17% to 13% this year. (not including recreation)
 - Not all turnover is bad
 - Most of our turnover comes from part-time positions
 - We will continue to see turnover due to retirements in 2026.
- Recreation turnover...88%
 - Most of the staff is 14-18
 - Even with 50 PT employees we struggle to fill shifts

Strategic Initiative:

We prioritize the recruitment, development, and retention of quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.

Employee Survey Results

- 41% of FT/ Reg PT Employees took the survey
- 92% agreed or strongly agreed with the statement, "Overall, I am satisfied with my job at SOC."
- 87% believe the City promotes a positive and professional work environment.
- 87% believe the City supports employee's safety and well-being.
- 81% said City Leaders communicate important information in a clear and timely manner.
- 72% said they trust City Leadership to make decisions in the best interest of employees and the community.

Strategic Initiative:

We prioritize the recruitment, development, and retention of quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.

Employee Survey Results

- 87% said their department leaders were approachable and listen to their concerns.
- 85% said they feel valued by their supervisor.
- 70% said they felt recognized for their contributions.
- 81% said they have the tools/training/resources to do their job effectively.

Strategic Initiative:

We prioritize the recruitment, development, and retention of quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.

Employee Survey Results

- 85% said they were paid a fair wage.
- 78% said the City benefit package was adequate. 17% took a neutral stance (most likely because they are PT.
- 57% said staffing levels in their department were adequate, but 74% said their workload was reasonable and manageable.

Strategic Initiative:

We prioritize the recruitment, development, and retention of quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.

Employee Survey Results

- Less than 1% said they couldn't see themselves working for SOC two years from now. Various reason.
- 90% said they would recommend SOC as a good place to work.

Strategic Initiative:

We prioritize the recruitment, development, and retention of quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's growth and development.

Employee Survey Results

- Take-Aways
 - Continue to work on communication strategies
 - Supervisors are doing a great job! Always room for improvement. We will work with departments individually to address concerns in individual areas.
 - Staffing level assessment. Specifically in a couple areas. This may result in some request or restructuring.
 - We have some great employees who offered great feedback. Free pizza Friday was my favorite!



Communications and Events

Community Events are well attended

Taking the newsletter
Always working on external and internal communications strategies



Customer Service and Court

We aren't for everyone, but we can do better

Customer Service focused changes



Community Development

Small Area Plan- City Center



Code Enforcement

Strategy is currently retroactive, not proactive
Currently 25 open cases, 386 closed cases
3 cases per day
Goal of 10 proactive cases a week



IT

Deploying new computers to sworn officers
Staffing assessment request

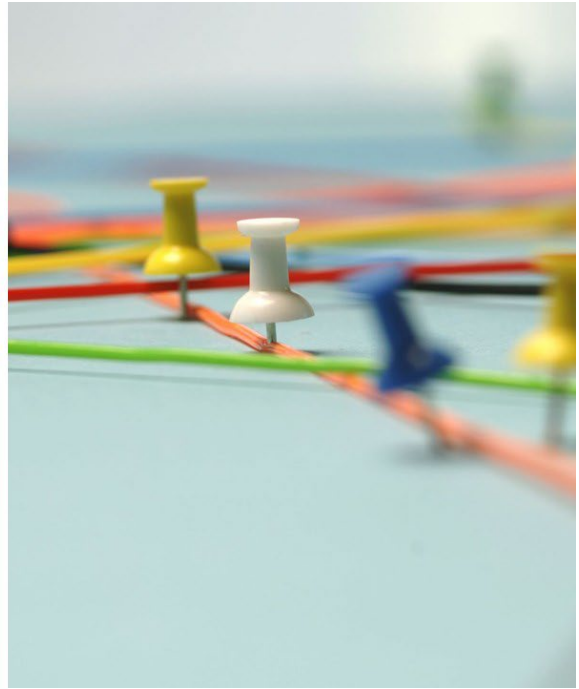
Department Updates

ATTACHMENT E

Visual Presentation Used by City Manager Matt Dixon

CREATING A STRATEGIC PLAN: A FACILITATOR'S GUIDE

Part 1 of 2



WHAT IS A STRATEGIC PLAN?

A roadmap that identifies a long-term vision of what the city wants to become and the priorities and initiatives that will be their focus over the next 3-5 years



HOW DOES A STRATEGIC PLAN HELP?

- Establishes organizational priorities
- Fosters accountability
- Communicates expectations
- Informs budget decisions
- Builds public trust

WHERE DO WE START?



ORGANIZATIONAL READINESS

- Elected Officials
- Key Staff
- Community
- Plan Champion(s)

PREPARATIONS

- Identify participants (elected officials, staff, planning commission, etc.)
- Schedule the workshop
- Invite attendees and establish expectations
- Provide participants with S.W.O.T. worksheet & instructions



S.W.O.T. Worksheet

Directions: Use the space provided below to write down what you think the City's **S**trengths (community and government), **W**eaknesses (internal to our organization), **T**hreats (external to our organization), and **O**pportunities (How can we leverage our strengths to overcome our threats and weaknesses?)

• 	• 
• 	• 

SUPPLIES

- Projector and screen (or wall)
- Large wall Post-it Pad
- 8" x 6" Post-it Pads
- Pens and notepads at each table
- Dry erase markers at each table
- Dot stickers
- Water & snacks



ROOM SETUP

- Comfortable space
 - Tables that allow participants to see each other and work together (round tables best)
 - 3-5 people per table
 - Wall space for Post-it notes
 - Projector and screen where all can see
 - Refreshment table (water and snacks)
 - Name plate tents
-



WORKSHOP AGENDA

- Review Ground Rules & Expectations
 - Draft Mission Statement
 - Draft Vision Statement
 - Define Core Values
 - Complete SWOT Exercise
 - Identify Strategic Priorities
 - Define Measures of Success
 - Draft Strategic Initiatives
 - Review Plan Finalization & Reporting
-



GROUND RULES & EXPECTATIONS

Draft Mission Statement
Draft Vision Statement
Define Core Values
Complete SWOT Exercise
Identify Strategic Priorities
Define Measures of Success
Draft Strategic Initiatives
Review Plan Finalization & Reporting

- No ideas are bad ideas
- Be open to others' perspectives
- Everyone has opportunity to share & provide input
- Permission to keep the group on track
- Be prepared to move around throughout the workshop
- 75 percent is acceptable

Ground Rules & Expectations

Mission Statement

Draft Vision Statement
Define Core Values
Complete SWOT Exercise
Identify Strategic Priorities
Define Measures of Success
Draft Strategic Initiatives
Review Plan Finalization & Reporting

- A concise statement of our purpose
- Describes what we do, who we serve, and why it matters
- Used to guide decisions, strategy, and communication



MISSION STATEMENT EXAMPLES

“We work with communities to ensure everyone has the opportunity to thrive.”

- Multnomah County, Oregon

“Build a legacy of well-being by working with our partners to provide quality, comprehensive, and fiscally responsible services that are responsive to the needs of our community.”

- Klamath County, Oregon

- A concise statement of our purpose
- Describes what we do, who we serve, and why it matters
- Used to guide decisions, strategy, and communication

MISSION STATEMENT EXAMPLES

"South Ogden City is dedicated to preserving and enhancing quality of life for all residents, businesses, employees, and visitors."

“We serve the public to protect, promote, and enhance a positive quality of life in Marion County.”

- Marrion County, Oregon

- A concise statement of our purpose
- Describes what we do, who we serve, and why it matters
- Used to guide decisions, strategy, and communication



MISSION STATEMENT EXERCISE

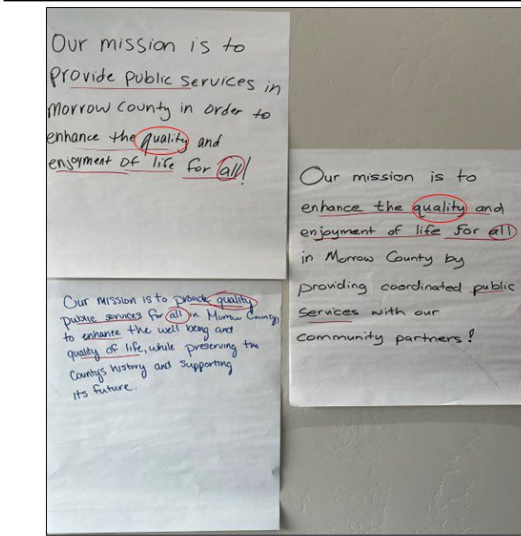
1. What do we do?
 2. Who do we do it for?
 3. What outcomes do we desire?
 4. How do we do it? (optional value)
- A. Take one question at a time: Individually write down as many answers as you can in one minute (Repeat for each question)
 - B. One-by-one, take turns sharing your answers to the first question (round-robin style) – look for common answers (6 min)
(Repeat step B for each question)
 - C. Work together and decide on your two best answers for each of these questions (8 min).
-

MISSION STATEMENT EXERCISE CONT.

"Our mission is to [**do what**] for [**whom**] in order to [**achieve outcome**], through [**how**]."

Considering your table's top responses, work to draft your best mission statement. Write your draft on a large wall Post-it.

(template on left provided as a help)



- Invite one spokesperson from each table to stand and share their table's draft with the group and put it on the wall.
- Once every tables has shared, identify common themes and discuss what needs to be included in the final draft.

PRO TIP: WATCH YOUR TIME AND ENERGY

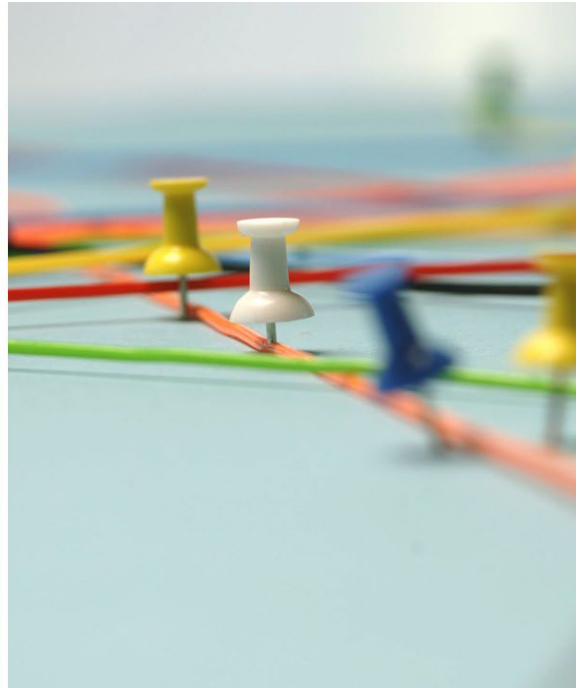

MISSION
Working together with
Community Partners
in Morrow County,
we will deliver exceptional
public services that enhance
the well-being and
quality of life for all.

As a group complete a final draft Mission Statement (remember the 75% rule)

BREAK & SHUFFLE

STRATEGIC PLANNING WORKSHOP

January 24, 2026





Council: 90%
Staff: 10%

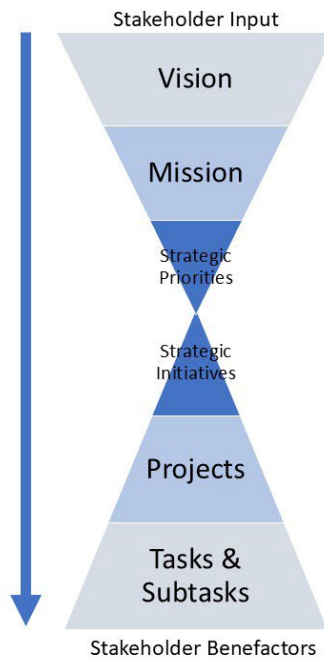
Council: 80%
Staff: 20%

Council: 60%
Staff: 40%

Council: 40%
Staff: 60%

Council: 20%
Staff: 80%

Council: 10%
Staff: 90%



MISSION STATEMENT

"South Ogden City is dedicated to preserving and enhancing quality of life for all residents, businesses, employees, and visitors."



Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

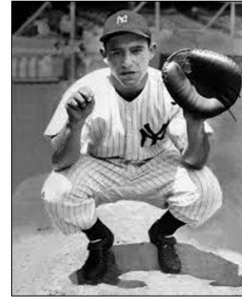
Complete SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting



“If you don’t know
where you are going,
you’ll end up
someplace else.”

- Yogi Berra

Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

Complete SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

Describes the desired
future state of the
organization or
community. It is
aspirational,
directional, and
inspirational



Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

Complete SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

CHARACTERISTICS

- Future-oriented & inspirational
- Clear, concise, and aspirational
- Aligned with values and mission
- Provides direction and a sense of purpose
- Easily communicated and remembered

VISION STATEMENT EXAMPLES

“South Ogden City will stand out as a friendly, safe, and inviting place to live, work, and visit; where all residents feel at home and enjoy a high quality of life in a vibrant community.”

- South Ogden City, UT

- Future-oriented & inspirational
- Clear, concise, and aspirational
- Aligned with values and mission
- Provides direction and a sense of purpose
- Easily communicated and remembered



VISION STATEMENT

“South Ogden City will stand out as a friendly, safe, and inviting place to live, work, and visit; where all residents feel at home and enjoy a high quality of life in a vibrant community.”

- South Ogden City stands out as a welcoming community where everyone feels at home and enjoys a high quality of life.
- South Ogden City stands out as a place where everyone feels at home and enjoys a high quality of life.
- South Ogden City stands out as a community where everyone belongs and enjoys a high quality of life.
- South Ogden City stands out as a vibrant community where everyone feels at home and enjoys a high quality of life.
- A friendly, safe, and welcoming community with a high quality of life for all who live, work, and visit.

VISION STATEMENT EXERCISE CONT.

"Our vision is to [**describe future state of aspiration**] where [**impact or outcome**] is achieved through [**core approach or values**]"

Considering your table's top responses, work to draft your best vision statement. Write your draft on a large wall Post-it.

(template on left provided as a help)

Ground Rules & Expectations

Mission Statement

Vision Statement

Core Values

Complete SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

“Think about the kind of city you would be proud to lead. What values or principles would you want to see embodied in how you operate, serve residents, and make decisions?”

Ground Rules & Expectations

Mission Statement

Vision Statement

Core Values

Complete SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

As we work daily in pursuit of our Vision and in fulfillment of our Mission, what are the values we will live by and never compromise?



EXAMPLES

Government & Leadership

- Accountability
- Transparency
- Ethics
- Public Service
- Civic Engagement
- Rule of Law
- Stewardship of Resources
- Responsibility
- Good Governance
- Trustworthiness

People & Relationships

- Respect
- Inclusivity
- Empathy
- Collaboration
- Compassion
- Courtesy
- Civility
- Fairness
- Equity
- Open Communication

Community & Culture

- Community First
- Pride in Place
- Local Heritage
- Environmental Responsibility
- Sustainability
- Cultural Awareness
- Resilience
- Quality of Life
- Safety
- Well-Being

Professionalism & Excellence

- Integrity
- Excellence
- Innovation
- Strategic Thinking
- Efficiency
- Professionalism
- Reliability
- Adaptability
- Learning & Growth
- Results-Oriented

Direction & Vision

- Visionary Leadership
- Continuous Improvement
- Long-Term Thinking
- Courage to Change
- Boldness
- Dedication
- Perseverance
- Initiative
- Focus
- Clarity

DEFINING OUR CORE VALUES EXERCISE

- Which values feel non-negotiable for how we lead and serve?
- Which of these values, if violated, would damage our reputation or culture?
- Which values reflect what makes us *distinct*?

CORE VALUES EXERCISE

1. Individually write your responses to these questions (3 min)
2. Share your responses with your table
3. As a table, select your top 3-4 values (write one value per small Post-it)
4. Spokesperson from each table to stand and share their table's top 3-4 values & post on the wall

- Which values feel non-negotiable for how we lead and serve?
- Which of these values, if violated, would damage our reputation or culture?
- Which values reflect what makes us *distinct*?

Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

SWOT Exercise

Identify Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting



STRENGTHS

Considering our Vision, what are our biggest strengths? These may be both internal and external to the organization.

- Referring to your individual homework sheets, take a few minutes and have everyone share what they wrote down as the city's biggest strengths.
 - As a table, discuss, debate, and select what you think are our Top 3 strengths. Write one per small Post-it.
 - One table at a time, share what your table selected as your Top 3 Strengths (post on wall).
-

WEAKNESSES

Considering our Vision, what are our biggest weaknesses as an organization? Where might we get in our own way? (internal to the organization)

- Referring to your individual homework sheets, take a few minutes and have everyone share what they wrote down as the city's biggest weaknesses
 - As a table, discuss, debate and select what you think are our Top 3 biggest weaknesses. Write one per small Post-it.
 - One table at a time, share what your table selected as your Top 3 weaknesses (post on wall).
-



THREATS

Considering our Vision, what are the biggest threats we face as an organization? These are external to the organization (e.g. economy, state legislation, etc.)

- Referring to your individual homework sheets, take a few minutes and have everyone share what they wrote down as the city's biggest threats.
 - As a table, discuss, debate and select what you think are our Top 3 biggest threats. Write one per small Post-it.
 - One table at a time, share what your table selected as your Top 3 threats (post on wall).
-

OPPORTUNITIES

Considering our Vision, strengths, weaknesses & threats: What are the city's biggest opportunities to make meaningful progress/improvements?

- Referring to your individual homework sheets, take a few minutes and have everyone share what they wrote down as the city's biggest opportunities.
 - As a table, discuss, debate and select what you think are our Top 3 biggest opportunities. Write one per small Post-it.
 - One table at a time, share what your table selected as your Top 3 opportunities (post on wall)
-



BREAK & SHUFFLE

Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

SWOT Exercise

Strategic Priorities

Define Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

**Considering our
Mission and Vision:**

The few critical
areas where
sustained attention
and resources must
be focused over the
plan period.



STRATEGIC PRIORITIES EXERCISE

With our Vision in mind and understanding our biggest opportunities (SWOT):

- Where must we focus to move towards our vision?
 - What do we have to get right in the next 3-5 years to move the organization forward?
-

STRATEGIC PRIORITIES EXERCISE

- Individually write down what you believe should be our top Strategic Priorities? (5 min)
- At your tables, share each of your ideas and work together to decide what your top 3 Priorities are. (15 min)
- Write one idea per small Post-it.
- Each table present and explain their 3 Priorities.
- Clarify, Refine, and Consolidate (remember 75% rule).

With our Vision in mind and understanding our biggest opportunities (SWOT)...

- Where do we need to focus our efforts?
 - What do we have to get right in the next 3-5 years to move the organization forward?
-



STRATEGIC PRIORITIES

- FISCAL RESPONSIBILITY
- OUR EMPLOYEES
- OUR INFRASTRUCTURE
- OUR COMMUNITY
- ECONOMIC DEVELOPMENT

BREAK & SHUFFLE



Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

SWOT Exercise

Strategic Priorities

Measures of Success

Draft Strategic Initiatives

Review Plan Finalization & Reporting

Considering our Strategic Priorities...

- How will we know when we are succeeding?
- How will we evaluate success?



DEFINING SUCCESS EXERCISE

Defining Success Exercise

(Work on one Strategic Priority at a time)

- At your tables, work together to determine ways we can measure our progress and success for each Strategic Priority.
- Produce 2 measures for each Priority. Write one measure per small Post-it.
- Each table present and explain their 2 preferred measures.
- Clarify, Refine, and Consolidate (remember 75% rule).

Considering our Strategic Priorities...

- How will we know when we are succeeding?
- How will we evaluate success?

BREAK & SHUFFLE



Ground Rules & Expectations

Mission Statement

Vision Statement

Define Core Values

SWOT Exercise

Strategic Priorities

Measures of Success

Strategic Initiatives

Review Plan Finalization & Reporting

The key outcomes or improvements that must be achieved to advance a Strategic Priority. They are specific enough to guide work but broad enough to allow flexibility.

STRATEGIC INITIATIVES

- **Answers:** "What must change or improve in this Strategic Priority area (3-5 years)?"
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable** – if too hard to measure, does not make a good initiative

STRATEGIC INITIATIVES EXAMPLES

Strategic Priority Infrastructure

Strategic Initiatives:

- Improve the quality of our roads & related infrastructure (storm drain)
- Increase planning and funding for trails
- Reduce sewer system backups
- Expedite water system development

CURRENT INITIATIVES

- Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"
- Start with a verb (e.g., improve, reduce, increase...)
- Measurable – if too hard to measure, does not make a good initiative

Fiscal Responsibility

1.1 Improve Financial Planning (Dixon)

1.2 Improve efficiencies (Dixon)

Archived: Update Sustainability Model

CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

Our Employees

2.1 Improve Employee Satisfaction (Dixon)
2.2 Improve leadership development and training programs (Dixon)
2.3 Improve workplace safety (Dixon)

Archived: Improve recruitment & retention efforts

CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

Our Infrastructure

3.1 Increase resident satisfaction with the quality of the City's streets (Dixon)
3.2 Make progress on sidewalk improvements within the Safe Routes to School Plan (Dixon)
3.3 Complete Adams Ave. sidewalk project from 40th Street to 42nd Street. (Dixon)
3.4 Upgrade City Facilities (Dixon)
3.5 Improve quality of the city's infrastructure management systems (Dixon)
3.6 Implement the Capital Improvement Projects identified in each Capital Facilities Master Plans (Dixon)
3.7 Improve Fire Hydrant viability through policies, procedures, SOP's, etc. (Dixon)



CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

Our Community Spaces & Beautification

4.1 Increase resident satisfaction with city parks (Dixon)
4.2 Grant Complete Phase II (4 monuments) of South Ogden Heritage Trail (part of 4.1) (Dixon)
4.3 Demonstrate progress with City's Active Transportation Plan and related projects (Dixon)
4.4 Improve beautification of city-owned ROW's (Urban Forestry) (Dixon)

Archived:

- Complete Phase I Heritage Trail
- Implement Code-Compliance Program
- Complete Fields at Burch Creek

Our Community Events and Engagement

4.8 Improve communications with residents & businesses. (Dixon)
4.9 Strengthen engagement and sense of Community through Special Events. (Dixon)
4.10 Improve Community Emergency Preparedness (Dixon)
4.11 Create arts and events council (Dixon)
4.12 Strengthen city recreation opportunities for the community (Dixon)
4.13 Increase volunteer opportunities (Dixon)



CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

Our Community Moderate Income Housing

4.14 [State Strategy] Demonstrate utilization of moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing (Menu Item P). (Dixon)
4.15 [State Strategy] Preserve existing and new moderate-income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund (Menu Item K). (Dixon)
4.16 [State Strategy] Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (Menu Item E). (Dixon)
4.17 [State Strategy] Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F). [on-going] (Dixon)
4.18 [State Strategy] Rezone for densities necessary to facilitate the production of moderate-income housing (Menu Item A) [on-going] (Dixon)
4.19 Explore potential for new housing thru residential code review and infill ordinances (Dixon)
4.20 Implement a grant/loan program for home improvements. (Dixon)

CURRENT INITIATIVES

- **Answers: "What must change or improve in this Strategic Priority area (3-5 years)?"**
- Start with a verb (e.g., improve, reduce, increase...)
- **Measurable – if too hard to measure, does not make a good initiative**

Economic Development

5.1 Demonstrate progress of Catalytic Projects of the City's General Plan (Dixon)
5.2 Leverage CDRA resources to facilitate redevelopment of vacant buildings and facilitate redevelopment. (Dixon)
5.3 Develop a community gathering place and other public improvements that will add to the image and reputation of the City and provide increased quality of life for residents. (Dixon)
5.4 Retain and strengthen existing businesses. (Dixon)
5.5 Recruit additional businesses to South Ogden (Dixon)
5.6 Strengthen the City's brand. (Dixon)



When we complete ___ will we
be making progress towards
accomplishing ___, and will it
move us towards achieving
our Vision?

THANK YOU

[Matt Dixon](#)

[801.388.4667 \(cell\)](#)

mdixon@southogdencity.gov



DRAFT

ATTACHMENT F
Charts from S.W.O.T. Exercise

STRENGTHS

CONSISTENT
REVENUE STREAMS

Tax Base
(balance)

Financial
Position

High Level
of Service

Strong Community
Support
In All Areas

Benefits enjoyed
By All.

Staff

Exp
Admin

Support
Staff

Stable
EO

Location

Lim
G
P

Weaknesses

IT
Technology + S
Responsiveness

running
lean

Revenue
Sources

Inter-Departmental
Communications

Communications
positive +
negative

Community
engagements

Recruitment
Retention

Loss of
tenured
leaders/employees

Tenure

Limited
Growth
Pot

Infrastructure
(aging)

THREATS

Neighboring/
Other
Cities

State Growth

Employe Market
Competition

Development

Tax Base
Retention

Revenue
resources (grants)

State
Fed

State
Legislatio

State &
Federal
Laws
&
Regs.

Unrealistic
expectations

Market
Inflation Area
Expenditures

OPPORTUNITIES

PRIVATELY
FUNDED PICKLEBALL
MICRO-PARKS
PARK GREEN SPACE
DEVELOPMENT

Expand
Services
-DAC

Small
Area Pla

City
Center

Redevelopment
(city center)

Engagement of
the City Center
Master Plan

Additional
Economic
Development

Continue with
Sustainability
model.

Great Succession
Plan.

Internal efficiency
& processes

Evaluating
Processes

Residential
Education
Identify Gaps



MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, FEBRUARY 3, 2025
WORK SESSION - 5 PM IN EOC ROOM
COUNCIL MEETING - 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Doug Stephens, Jeremy Howe, and Clayton Peterson

COUNCIL MEMBERS PRESENT

Jeannette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public Works Director Jon Andersen, Fire Chief Cameron West, City Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, Accounts Payable Clerk Lori Hurd, and Recorder Leesa Kapetanov

OTHERS PRESENT

No one else attended this meeting

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260203_1659.mp3?t=202602041158220&t=202602041158220 or by requesting a copy from the

office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:00 pm, Mayor Porter called the meeting to order.

00:00:00

Council Member Howe so moved, followed by a second from Council Member Howard. Council Members Howard, Stephens, Howe, and Peterson all voted aye.

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II. REVIEW OF COUNCIL MEETING AGENDA

- Council Member Stephens asked some questions about the proposed business license changes
00:01:06

III. DISCUSSION ITEMS

Moderate Income Housing

- Planner Alika Murphy reported on the City Center visioning open house from the previous
00:01:56
- Ms. Murphy reviewed the current Moderate Income Housing strategies
00:06:07
- Council Member Howard asked another question about the proposed changes to business license approvals
00:22:49

Strategic Plan Vision Statement

- There was time left in the work session, so City Manager Dixon began a discussion on the City’s Vision Statement. Three members of the Council were in favor of changing the Vision Statement to:
“South Ogden City is a friendly and vibrant community that prioritizes safety, belonging, and a high quality of life”.
00:24:47

IV. ADJOURN

- At 5:39 pm Mayor Porter called for a motion to end the work session
00:39:17

Council Member Howe moved to adjourn the work session, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.

COUNCIL MEETING MINUTES

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COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Doug Stephens, Jeremy Howe, and Clayton Peterson

COUNCIL MEMBERS EXCUSED

Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Police Chief Darin Parke, Public Works Director Jon Andersen, Fire Chief Cameron West, City Planner Alikea Murphy, Communications and Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Joyce & Bruce Hardman, Cordelia Brown, MaryAnn Brown, Joe Sgambato, Maureen Sgambato, Lindsay Taudo, and other Youth Council and their families

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC2602031759.mp3?t=202602041200230&t=202602041200230 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:00 pm, excused Council Member Smyth and entertained a motion to begin 00:00:00

Council Member Howard so moved. The motion was seconded by Council Member Peterson. In a voice vote Council Members Howard, Stephens, Howe, and Peterson all voted aye.

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Howe led everyone in the Pledge of Allegiance

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IV. PRESENTATION OF OATH OF OFFICE TO YOUTH CITY COUNCIL

00:00:56

V. PUBLIC COMMENT

Joseph Sgambato 00:07:16 Spoke against short-term rentals

VI. RESPONSE TO PUBLIC COMMENT

- Mayor Porter responded to Mr. Sgambato’s comments

00:10:22

VII. CONSENT AGENDA

Approval of January 20, 2026 Council Minutes

- Mayor Porter asked if any corrections needed to be made to the minutes. Seeing none, he called for a motion to approve the consent agenda.

00:12:00

Council Member Stephens so moved. The motion was seconded by Council Member Howe. All present voted aye.

VIII. DISCUSSION / ACTION ITEMS

Consideration of Ordinance 26-02 – Amending South Ogden City Code (SOCC) Title 3 Concerning Liquor Control, Beer License Approval Process, and Changing City Recorder to Business License Official

- City Recorder Leesa Kapetanov reviewed some of the changes since the last meeting
- Discussion by Council
- Mayor Porter called for a motion to approve Ordinance 26-02

00:12:21

00:14:34

00:16:50

Council Member Stephens so moved, followed by a second from Council Member Peterson. The mayor asked if there were any further comments, and seeing none, he called the vote:

Council Member Howard - Yes

154 Council Member Stephens - Yes
155 Council Member Howe- Yes
156 Council Member Peterson- Yes
157

158 The motion stood.
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162 **IX. DISCUSSION ITEMS**

163 Strategic Plan Review

- 164 • Mayor Porter explained there had been time in the work session to review the strategic plan and
165 the Council had made some minor changes to the City’s Vision Statement so it now said:
166 “South Ogden City is a friendly and vibrant community that prioritizes safety, belonging, and a
167 high quality of life”. 00:17:11
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172 **X. REPORTS/DIRECTION TO CITY MANAGER**

173 **A. City Council Members**

- 174 Council Member Stephens - 00:17:57
175 Council Member Peterson - 00:20:42
176 Council Member Howard - 00:20:54
177 Council Member Howe - 00:22:27

178 **B. City Manager** 00:25:32

179 **C. Mayor** 00:32:44
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183 **XI. RECESS INTO CLOSED EXECUTIVE SESSION**

184 In Accordance With 52-4-205(1)(d) Strategy Sessions to Discuss the Purchase, Exchange, or Lease of
185 Real Property

- 186 • Mayor Porter called for a motion to recess into a closed executive session to discuss pending or
187 reasonably imminent litigation 00:33:58
188

189 **Council Member Howard so moved. Council member Howe seconded the motion. The**
190 **mayor made a roll call vote:**
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192 Council Member Peterson - Yes
193 Council Member Howe - Yes
194 Council Member Stephens - Yes
195 Council Member Howard- Yes
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Note: The City Council and City Manager Dixon remained in the council chambers for the closed session while everyone else was asked to leave.

XII. ADJOURN CLOSED EXECUTIVE SESSION AND RECONVENE SOUTH OGDEN CITY COUNCIL

XIII. ADJOURN

- At 7:14 pm, Mayor Porter called for a motion to end the closed executive session, reconvene city council meeting, and adjourn

Council Member Howe so moved. Council Member Peterson seconded the motion. The voice vote was unanimous in favor of the motion.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, February 3, 2026.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

STAFF REPORT



SUBJECT: Time Clock Plus Digital Timekeeping
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: 03/02/2026

RECOMMENDATION

Staff would like to submit vendor information and background for consideration of a contract approval from Council.

BACKGROUND

Staff has reviewed bids from multiple vendors three of which were comparable, and is submitting this contract for review and consideration with Time Clock Plus (TCP).

ANALYSIS

This discussion is to determine a best value contract for digital timekeeping, the attached bids include a TCP bid that has upfront costs that are mitigated over the length of the five year contract and would be considered the best value contract. We have also attached a time-savings calculation for moving to digital timesheets.

SIGNIFICANT IMPACTS

Moving from paper timesheets to digital app based timesheets will incur an annual cost of approximately \$7,500 ongoing for the coming five years, but this cost is mitigated by the timesavings in labor expenses and efficiencies gained.

ATTACHMENTS

Bid Information and projected time / cost savings achieved calculations attached.

Conservative Time Spent on Time Sheets by Dept.

Task / Function	Parks	Rec	Public Works	Fire	Police	Admin / Legal	Total Per task	Rate	Payroll Min. Cost	Annual Cost
Review for Missing Sheets	0.25	1	0.25	0.5	0.25	0.25	2.5	40	100	
Review of Sheets for Approval	0.25	0.5	0.5	0.5	0.5	0.25	2.5	50	125	
Compiling and submitting Time Sheets	0.5	0.5	1	0.75	0.5	0.25	3.5	40	140	
Average time per pay period	1	2	1.75	1.75	1.25	0.75	8.5			
Admin Time Spent Entering and Reviewing						19		40	760	
Current minimum time / Cost spent									\$ 1,125.00	\$ 29,250.00
Department Reduction Time	-0.5	-1	-1	-1.25	-0.75	-0.5	-5		-200	
Admin Reduction Time						-12		40	-480	
Minimum Time Reduction Savings									-680	\$ (17,680.00)

Timekeeping quote Informaiton

	Time Clock Plus	Vendor 2	Vendor 3
Recurring Charges for Timekeeping only	7,200	8,911	7,584
One time implementation Charges	10,500	5,000	Not Quoted verbal 3-5K
Year One Minimum Cost	17,700	13,911	10,584
Year 2 Estimated Cost	7,200	9,179	7,812
Year 3 Estimated Cost	7,200	9,454	8,046
Year 4 Estimated Cost	7,200	9,738	8,287
Year 5 Estimated Cost	7,200	10,030	8,536
Estimated Five Year Cost	46,500	52,311	43,264

Comments	Great Timekeeping porcesses, upload to Caselle, strong references	upload to Caselle could add Payroll options for add'l cost	Pretty impressive, but somewhat untested in our environment
	Strong Value for Features	Increased Scalability / Premium add ons	Basic Tier less features
	Price locked for five years	Price may increase annually	

*Vendor Quote for Time, Accruals, and attestation 157 individuals vs. 160 increase of 3-5% increase since bid receipt

**Only Time Clock Plus offered a five year fixed Cost

**All quotes are potentially variable by adding additional employees

Resolution No. 26-04

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN
AGREEMENT WITH TIMECLOCK PLUS LLC FOR USE OF TIME
KEEPING SOFTWARE**

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC")§ 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that in 2025 it approved an agreement with TimeClock Plus (TCP) for use of their software in keeping track of fire department schedules and work hours; and,

WHEREAS, the City Council finds the fire department has been very satisfied with TCP and their software for the past year; and,

WHEREAS, the City Council finds that staff is now looking to improve efficiencies in time keeping for all employees in the City; and,

WHEREAS, the City Council finds that converting all time sheets to a digital format through TCP will decrease the amount of work required when entering hours for the purpose of creating the payroll; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions herein contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH OGDEN UTAH THAT:**

The City Council of South Ogden City, State Of Utah, Authorizes and Approves the "TCP Master Services Agreement" and "TCP Service Level Agreement (SLA)", Attached Hereto as **Attachment "A"**, and by this Reference Fully Incorporated Herin, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreements That May Be Necessary To Give Effect To The Intent Of This Resolution And Then To Sign; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm

That The City Manager Has Been Duly Authorized To Execute Those Documents.

SECTION 2 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 4- SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 3rd day of March, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 3rd day of March, 2026.

SOUTH OGDEN CITY

Russell L. Porter,
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-04

Resolution Of South Ogden City Approving An Agreement With Timeclock
Plus LLC For Use of Time Keeping Software

03 Mar 26



TCP Master Services Agreement

THIS TCP MASTER SERVICES AGREEMENT (the “Agreement”) is entered into as of _____ (“Effective Date”), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 (“TCP”), and _____, with its principal office located at _____ (“Client”).

WHEREAS TCP and Client (the “Parties”) desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1 “Active License” means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 “Data Processing Addendum” means TCP’s Data Processing Addendum located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.6 “Designated User” means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.7 “Employee” means Client’s individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.8 “Hardware Support and Maintenance Agreement” means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.



1.9 “Initial Term” has the meaning set forth in Section 10.

1.10 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.16 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.17 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.18 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.19 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.20 “Term” has the meaning set forth in Section 10.



1.21 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.



Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement and pursuant to the TCP Data Processing Addendum. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by



applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the TCP Data Processing Addendum. The TCP Data Processing Addendum contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such



unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.



Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.



8.3 Employees and Designated Users in excess of the Active License count can be added at any time during a calendar month and will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges, if applicable, will be equal to the amount stated in the applicable Order Form.

8.5 After the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all applicable sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income. If Client qualifies for an exemption for taxes, Client will not be required to pay such taxes once a valid tax exemption certificate is provided to TCP.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination.

11.1 Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11.2 Termination for Non-appropriations. In jurisdictions where a clause such as this 11.2 is required by law, then notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited



to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP



SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written



approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.



25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts



of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the event of a conflict between any of the aforementioned documents, the following order of priority shall control: 1) the Data Processing Addendum, 2) the Privacy Policy, 3) the Order Form, 4) this Agreement, 5) the Service Level Agreement, then 6) the Hardware Support and Maintenance Agreement (if applicable). The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]



Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TCP SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement is an addendum to the Master Licensing Agreement, hereafter referred to as the "Licensing Agreement", made and entered into by and between TimeClock Plus, LLC ("TCP") and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP's business environment. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at www.tcpsoftware.com/legal.

1. **Definitions.** Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 "24/7 Support" means continuous service is provided for twenty-four hours per day, seven days per week, and throughout the year.

1.2 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and software services.

1.3 "Issue" means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.

1.4 "Performance Problem" shall mean a material deterioration in the performance of Services excluding any Downtime.

1.5 "Response Time" means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.

1.6 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of software services.

1.7 "Software" means the certain software program(s) purchased by Client. Software includes TCP Services as defined in the Licensing Agreement.

1.8 "Standard Support" means the Standard support level of Support and Maintenance as set out in Section 3.

1.9 "Standard Support Hours" means the hours between 7:00 am PST and 7:00 pm PST, excluding Saturday, Sunday, and TCP recognized employee holidays.

1.10 "Support and Maintenance" means the support and maintenance services to be provided by TCP to the Client. All Support and Maintenance will be provided to Client in accordance with the terms of this Service Level Agreement.

1.11 "Term" has the same meaning as defined in the Order Form or Licensing Agreement.

1.12 "Updates" means service packs, patches, hot fixes, or workarounds for a particular version of the Software. All Updates are licensed to Customer and subject to the terms and conditions of the License Agreement.

1.13 “Workaround” means a modification or “patch” for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. **Support and Maintenance Services.** In consideration of the Client’s payment of the applicable fees related to the TCP Services, TCP agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software.

3. **Software Support and Maintenance.**

3.1 Software Maintenance. TCP will provide 24/7 Support to Client via both telephone and electronic mail. Client may report an Issue during Standard Support Hours by calling 888-973-6030 or any time by emailing support@tcpsoftware.com. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and

3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

Support Response Time Goals

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	A Level 1 Issue will immediately be assigned to a TCP Support Technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2.
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3.
Level 3	General product questions relating to development, feature issues, or Documentation.	A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours.

4. **Performance Problem.** In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonable actions necessary to determine the source of the Performance Problem.

4.1 **Discovery of Source; Notification of Client.** Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the Humanity Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.

4.2 **Correction.** If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.

4.3 **Service Credits for Performance Problems.** In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4) hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

4.4 **Client Must Request Service Credit.** Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

4.5 **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

5. **Obligations of Client**

5.1 **Support Contact.** All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client's primary contact. Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client's primary contact.

5.2 **Pre-Call Procedures.** Prior to requesting support from TCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client's technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; or (iv) otherwise uses the Software in a manner not in accordance with the License Agreement.

6. **Limitations of Support and Maintenance Services.**

6.1 Non-Compliance Problems. If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

6.2 Third-Party Products. Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.

7. **Downtime Periods**. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.

8. **Termination; Effects of Termination**

8.1 TCP will provide Support and Maintenance services for the Term of the Agreement as defined by the applicable Order Form.

8.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate this Agreement upon the following conditions:

8.2.1 if Client fails to make any payments due hereunder within ten (10) days after TCP delivers notice of default to Customer;

8.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or

8.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

8.3 Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by TCP.

9. **Warranty.** TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Resolution No. 26-05

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH
OGDEN CITY AND WEBER COUNTY FOR DELIVERY OF SOLID
WASTE TO THE WEBER COUNTY TRANSFER STATION**

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11- 13-1, et seq., Utah Code Ann., 1953, as amended, (the "Act"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, the City Council finds that UC §11-13-5 requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that Weber County operates a waste Transfer Station used by many cities, including South Ogden City, for disposal of their solid waste; and

WHEREAS, the City Council finds that the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials; and

WHEREAS, Weber County considers the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station as critical to the funding and amortizing of the Transfer Station and its operational expenses; and,

WHEREAS, the City Council finds that signing and supporting an agreement for the commitment of delivery of solid waste collected within South Ogden City to the Weber County Transfer Station is in the best interest of the citizens of South Ogden;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached "Interlocal Cooperation Agreement" with Weber County (**Attachment "A"**); and authorizes the City Manager to sign any documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to sign such arrangements for the City.

The foregoing recitals are incorporated herein.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of any prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4- SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 3rd day of March, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 3rd day of March, 2026.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-05

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City And Weber County For Delivery Of Solid Waste To The Weber County Transfer Station

03 Mar 26

INTERLOCAL COOPERATION AGREEMENT

by and among

SOUTH OGDEN CITY

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between SOUTH OGDEN CITY which is a municipality and political subdivision of the State of Utah (“City”), and WEBER COUNTY, a political subdivision of the State of Utah (“County”).

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station (“Transfer Station”) where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Purpose.

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

Section 2. Effective Date; Duration.

- a. This Agreement shall become effective upon the completion of all of the following actions:

- i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;
 - ii. The Agreement is approved and signed by each Party; and
 - iii. The Agreement is filed with the keeper of records of each Party.
- b. The term of this Agreement shall be from July 1, 2026 through June 30, 2029.

Section 3. Waste Disposal.

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.
- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The tipping fee at the Transfer Station shall be \$49.00 per ton from July 1, 2026 through June 30, 2027. For the following two years of the term, the tipping fee

shall increase annually on July 1st based on the Consumer Price Index for All Urban Consumers (CPI-U) for Water and Sewer and Trash Collection Services.

- d. The City shall elect one of the following billing and payment options:
 - i. The County will bill the City for the tipping fees for curbside waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
 - ii. Or, the County will directly charge the haulers of curbside waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

Section 4. Additional Provisions Required by the Interlocal Cooperation Act.

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.

- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

Section 5. Indemnification.

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

Section 6. Publication of Notice of Agreement.

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

Section 7. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director
Weber County
2380 Washington Blvd., Ste. 250
Ogden, UT 84401

For the City:

South Ogden City Manager
3950 Adams Ave., Ste. 1
South Ogden UT 84403

Section 8. Miscellaneous Provisions.

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.

- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.
- e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.
- f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.
- i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

SOUTH OGDEN CITY

By: _____ DATED: _____
Matthew J. Dixon
City Manager

Approved: _____
Attorney

WEBER COUNTY

By: _____ DATED: _____
Gage Froerer
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney