



**Regular City Council Meeting**  
Tuesday, August 21, 2018  
City Hall Council Chambers  
5249 South 400 East, Washington Terrace City  
801-393-8681  
[www.washingtonterracecity.com](http://www.washingtonterracecity.com)

1. **ROLL CALL** **6:00 P.M.**

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

**4.1 APPROVAL OF AGENDA**

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.

**4.2 APPROVAL OF AUGUST 7, 2018, MEETING MINUTES**

5. **SPECIAL ORDER**

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by Council, Chair opens public hearing, citizen input; Chair closes public hearing, then Council final discussion.

**5.1 PUBLIC HEARING: TO HEAR COMMENT ON ENACTING AN ORDINANCE AMENDING THE COMPENSATION OF ELECTED AND STATUTORY OFFICIALS AND ADOPTING A COMPENSATION SCHEDULE APPLICABLE TO ANY OFFICIALS OR OFFICERS**

6. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.

7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.

8. **NEW BUSINESS**

For more information on these agenda items, please visit our website at [www.washingtonterracecity.com](http://www.washingtonterracecity.com)

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In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

**8.1 MOTION/ORDINANCE 18-11: AND ORDINANCE ADOPTING THE COMPENSATION SCHEDULE FOR ELECTED OFFICIALS AND STATUTORY OFFICERS AND ECLUSION OF ELECTED OFFICIALS FROM THE FEDERAL FAIR LABORS STANDARDS ACT FOR THE CITY OF WASHINGTON TERRACE, UTAH**

According to state law, a compensation schedule for elected officials and statutory officers (Recorder and Treasurer) must be adopted through ordinance whenever the schedule changes.

**8.2 MOTION/RESOLUTION 18-08: RESOLUTION AUTHORIZING A COUNTY WIDE MUTUAL AID FIRE PROTECTION AGREEMENT**

**9. COUNCIL COMMUNICATION WITH STAFF**

This is a discussion item only. No final action will be taken.

**10. ADMINISTRATION REPORTS**

This is an opportunity for staff to address the Council pertaining to administrative items.

**11. UPCOMING EVENTS**

August 22, 2018: First day of School for Washington Terrace Schools

August 30, 2018: Planning Commission Meeting 6:00 p.m.

September 3, 2018: City Offices closed for Labor Day

September 4, 2018: City Council Meeting 6:00 p.m.

**12. ADJOURN THE MEETING: MAYOR ALLEN**

**13. WORK SESSION: (immediately following the regular scheduled meeting)  
Topics to Include; but are not limited to: FIRE DEPARTMENT STRATEGY**

For more information on these agenda items, please visit our website at [www.washingtonterracecity.com](http://www.washingtonterracecity.com)

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# City of Washington Terrace

Minutes of a Regular City Council meeting

Held on August 7, 2018

City Hall, 5249 South 400 East, Washington Terrace City,  
County of Weber, State of Utah

## **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen

Council Member Scott Monsen

Council Member Blair Brown

Council Member Larry Weir

Council Member Scott Barker

Council Member Jeff West

City Manager Tom Hanson

Public Works Director Steve Harris

Chief Building Inspector Jeff Monroe

City Recorder Amy Rodriguez – absent (in training)

Fire Captain Clay Peterson

## **Others present**

Lt. Jeff Pledger

## **1 WORK SESSION**

**5:00 P.M.**

Topics to include, but are not limited to:

- Fireworks in City Limits
- Code Enforcement Issues

Mayor Allen stated that he brought in some yard sales signs that have been posted around the city. He stated there are signs on poles every weekend. He asked what the ordinance regulations are on these types of signs and asked if Council would like to strictly enforce the signs because they turn into litter.

Monroe stated that the ordinance states that the signs cannot be affixed to a pole or street sign, or on any city property. Mayor Allen stated that if someone has it on their lawn on an A-frame or something similar and remove it at the end of the day, he is fine with that.

Monroe stated that there is a ten dollar fine for signs left out on poles. Monroe stated that the tape used also detracts from the appearance of the poles once the signs are gone. Monroe stated that he has an issue with the advertisement signs that are being posted.

Council Member Monsen stated that we should enforce the ordinance, however, he is not against changing the ordinance to allow for some leeway. He agrees that there should not be any signs on poles or public easements. He stated that he is not opposed to signs on public property (grass) as long as they are taken down timely. He stated that the advertisement signs and advertisement signs should be removed immediately. He stated that he does not have a problem with yard sale signs if they are put up right before the yard sale and taken down after the yard sale.

Mayor Allen stated that the problem arises when the signs are up on Sunday, or even two weeks later. Council Member Brown stated that commercial signs should be taken down and cited. He stated that he agrees to let the resident put up a yard sale sign as long as it is not a business and not on a pole. Monroe stated that Mayor and Council have authorization to take down signs if

49 they feel comfortable in doing so. He stated that they could call him and he will remove it.  
50 Mayor and Council instructed Monroe to take the signs down and bring them to the resident and  
51 let them know that the next time they put up the sign they will receive a citation. Hanson stated  
52 that the ordinance can be amended to address the yard sale signs and an article could be put in the  
53 newsletter explaining the appropriate way to post yard sale signs.

54  
55 Hanson stated that there were many aerial fireworks this year. Council Member Monsen stated  
56 that there was a 3-2 vote to ban aerials last summer. He stated that the intent was to have an  
57 ordinance in place this year. Hanson stated that he researched state law on the City's right to ban  
58 aerial fireworks. He stated that cities that have wildlife interface have been allowed to ban  
59 fireworks within the city, while providing an area to which someone could go and light fireworks  
60 safely. Peterson stated that state law changed a few years ago to allow pancake aerial fireworks.  
61 He stated that single shot fireworks are still not allowed in Utah. Peterson stated that fireworks  
62 can be prohibited in safety sensitive areas. This is in alignment with the restricted areas  
63 designated in the city. Peterson stated that he would like to put up some A-frame signs that post  
64 the restricted areas in the restricted areas.

65 Council Member Brown stated that he does not believe that Council wants to see people cited. He  
66 stated that they should only be cited if they continue the behavior after warnings. Peterson stated  
67 that he makes residents break the illegal fireworks and place them in water. Peterson stated that  
68 there should not be any tolerance in Rohmer Park.

69 Council Member Monsen stated that our ordinance should mirror state law so that we are  
70 protected if someone challenges our ordinance. He stated that state law does not allow us to ban  
71 fireworks. Council agreed to keep our ordinance as is, in accordance with state law.

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73 Peterson stated that he will let Council know if he hears anything different from his State contact  
74 concerning the City's right to ban fireworks.

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**MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen  
Council Member Scott Monsen  
Council Member Blair Brown  
Council Member Larry Weir  
Council Member Scott Barker  
Council Member Jeff West  
City Manager Tom Hanson  
Chief Building Official Jeff Monroe  
Public Works Director Steve Harris  
City Recorder Amy Rodriguez

**Others Present**

Charles and Reba Allen , Dell Kraaima, Ulis Gardiner, Amy Miller

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**2. ROLL CALL**

**6:00 P.M.**

**3. PLEDGE OF ALLEGIANCE**

**4. WELCOME**

**5. CONSENT ITEMS**

**5.1 APPROVAL OF AGENDA**

**5.2 APPROVAL OF JULY 17, 2018, MEETING MINUTES**

Items 5.1 and 5.2 were approved by general consent.

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**6. CITIZEN COMMENTS**

Resident Amy Miller- 6130 S 1375 E, South Ogden- stated that she was representing the Community Methodist Church. She stated that there is a sign on 4800 south that points to Bonneville High School. She asked if there was a possibility that a sign could be erected that pointed to the church. She stated that the church was wondering if church community events would be allowed to be advertised in the newsletter. She asked if the city runs a Truck or Treat, and if so, they would be interested in partnering with the City. She stated that the church collected backpacks and school supplies to be distributed to several schools, with Washington Terrace Elementary being one of the recipients.

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**7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Hanson asked Ms. Miller to contact City Inspector Monroe concerning street signs, while noting That there are some challenges concerning Hwy 89 because it is a state road. Hanson stated that the City does have advertising space available in the newsletter. He stated that it may be at no cost if it is a philanthropic event. Hanson stated that the city does not sponsor Trunk or Treats. Council Member Brown stated that he would be able to Ms. Miller get in contact with the Bishops who hold the Trunk or Treats so that they may partner together. Council Member Monsen stated that he would like the city to be able to legally support some of the activities that are community based.

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146 Council Member Barker stated that he would be interested in learning about the supplies for the  
147 elementary school. The Mayor agreed that the projects are beneficial and would like more  
148 information as to whether the city could help out with support.  
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150 **8. NEW BUSINESS**

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152 **8.1 DISCUSSION/ACTION: MOTION TO REVIEW THE COMPENSATION FOR**  
153 **ELECTED AND STATUTORY OFFICERS AND SET A PUBLIC HEARING FOR**  
154 **AUGUST 21, 2018**

155 Rodriguez explained that in order to be in state compliance, a fee compensation must be adopted by  
156 ordinance for elected official as well as statutory officials, which includes the Recorder and City  
157 Treasurer. As stated in the staff report, Council approved a \$100.00 a month wage increase for the  
158 Mayoral position. This must be approved by ordinance after a public hearing is set. This ordinance will  
159 also approve the compensation ranges for Council and Recorder and Treasurer. The staff report talks  
160 about different ways of doing this. We can set it for the actual amount in the budget, and amend the  
161 ordinance each year if there are any changes. Rodriguez explained that the amount set does not have to be  
162 what is budgeted for each year, that will still default to pay plan and budgetary restraints. The amount  
163 that is set is what Council feels comfortable with to trigger a public hearing and ordinance amendment.  
164 We can set the amount for a higher range and as long as we don't exceed that amount, the ordinance will  
165 stand. We can set it with percentage increases and those amounts will stand as long as the actual amount  
166 does not exceed the ordinance.

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168 Rodriguez stated that we will need to set the public hearing date for august 21<sup>st</sup>. The ordinance will be on  
169 the agenda that night.  
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171 Mayor Allen stated that he would like the Recorder and Treasurer wages to stay within ranges, however,  
172 he feels that the Mayor and Council wages should reflect they are actually receiving and should have a  
173 public hearing every time they are changed.

174 Council Member Monson agrees with the Mayor, stating that he feels comfortable with Rodriguez,  
175 Garret, and Hanson deciding on the ranges for Recorder and Treasurer.

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177 **Motion Council Member Monsen**  
178 **Seconded by Council Member West**  
179 **To set a public hearing for August 21, 2018 and**  
180 **Direct staff to review and suggest the appropriate ranges for statutory officers**  
181 **Approved unanimously (5-0)**  
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185 **9. COUNCIL COMMUNICATION WITH STAFF**

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187 Council Member Barker asked on the 5700 South road completion. Hanson stated that they are waiting  
188 for road and gas line crossings and the road should be completed within a few months.

189 Council Member West asked about the timeline on the demolition building. Monroe stated that he does  
190 not have a deadline on the project. He stated that the rebuild should begin within a few weeks.  
191

192 Mayor Allen stated that the Weber County Fair is being held this week at the fairgrounds.

193 Mayor Allen asked Council Member Brown about a West Nile report in Pleasant View. Council Member  
194 Brown stated that the Abatement Board is spraying a lot. He stated that he did not hear about the reported

195 case. He stated that the Abatement Board will spray your area if you are concerned. He stated that the  
196 Board stated that there is not much of a threat at this time.

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198 **10. ADMINISTRATION REPORTS**

199 Hanson stated that there was a tri-city meeting held last week to discuss the proposed Fire District.

200 Hanson stated that the Fire Chief from Riverdale has made some comments that were inaccurate in  
201 regards to Washington Terrace City. Hanson stated that he would like to hold an extended work session  
202 after the Council Meeting on the 21<sup>st</sup>.

203 Hanson stated that Chief Bush will be at the meeting, and possibly the Fire Chief from Ogden City to  
204 discuss some of the challenges that we are seeing. Hanson stated that it is important to note that just  
205 because discussions are held concerning a consolidated district does not mean that our residents are not  
206 being served.

207 Hanson stated that a decision must be made by the first week in September as to whether the city would  
208 like to move forward with the District discussions.

209 Hanson stated that there was a request for the rental of little Rohmer Park to hold a fundraiser for a little  
210 girl who has been a victim of an assault. Hanson stated that it will be a motorcycle friendly group. He  
211 stated that he does not know how big the event will be. He stated that several groups are putting on the  
212 event. He stated that the event will be from 2:00 pm until 10:00 pm. He stated that he has spoken to the  
213 organizers concerning city rules, insurance information, and other items. Hanson stated that staff will be  
214 working on a special events/mass gathering ordinance. Hanson stated that the Sheriff's will be enforcing  
215 park rules throughout the event. Council Member Monsen stated that the ending time of the events should  
216 be looked at when reviewing the ordinance.

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219 **11. UPCOMING EVENTS**

220 August 21, 2018: Council Meeting 6:00 p.m.

221 August 30, 2018: Planning Commission Meeting 6:00 p.m.

222 September 3, 2018: City Offices closed for Labor Day

223 September 4, 2018: City Council Meeting 6:00 p.m.

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225 **12. ADJOURN THE MEETING: MAYOR ALLEN**

226 Mayor Allen adjourned the meeting at 6:50 p.m.

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**Date Approved**

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

# City Council Staff Report

**Author:** Admin

**Subject:** Compensation Schedule

**Date:** August 21, 2018

**Type of Item:** Motion to approve ordinance



**Summary Recommendations:** Motion to approve the ordinance setting the compensation schedule for elected officials and statutory officers.

## Description:

- A. **Topic:** In accordance with state law, compensation for elective and statutory officers are fixed by adopting a compensation schedule by ordinance. A public hearing will be held before the item is addressed.
- B. **Background:** As discussed at the August 7, 2018 Council Meeting, the City will need to hold a public hearing and adopt an ordinance setting the compensation schedule for Mayor and Council, as well as a wage range for the Recorder and Treasurer. Staff was directed to use the budgeted compensation amount for Mayor and Council, in which case, any changes moving forward would require a public hearing and an amendment to the ordinance. Staff was directed to determine a compensation range for the Recorder and Treasurer, with the approval of the City Manager, Finance Director, and Human Resources. Please note that the ranges on the compensation do not have to reflect what is actually in the budget, or what the employee is currently receiving.
- C. **Analysis: The ordinance will need to be adopted in order** to be in compliance with state law. Below is the proposed compensation schedule that will be used for the ordinance. I will leave the wage range for the Recorder and Treasurer blank in case Council would like to change the range during the meeting. If there are no changes, it will be written onto the ordinance as follows:

Mayor: \$ 8,400

Council: \$2,400

Redevelopment Agency Board: \$2,400

City Recorder: range \$43,000- \$70,000

City Treasurer: range \$38,000- \$65,000

- D. **Department Review:** City Recorder, City Manager,

**CITY OF WASHINGTON TERRACE  
ORDINANCE 18-11**

**COMPENSATION SCHEDULE**

**AN ORDINANCE ADOPTING THE COMPENSATION SCHEDULE AND  
EXCLUSION OF ELECTED OFFICIALS FROM THE FEDERAL FAIR LABOR  
STANDARDS ACT FOR THE CITY OF WASHINGTON TERRACE, UTAH.**

**WHEREAS**, the City of Washington Terrace, Utah (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the state of Utah;

**WHEREAS**, *Utah Code Annotated* §10-3-818, 1953 as amended, enables municipalities to adopt a compensation schedule for “elected and statutory officers” as provided by law;

**WHEREAS**, on August 7, 2018, a motion was approved by the City Council to review or consider the compensation or salary schedule for elected and statutory officers for the purpose of determining whether or not it should be adopted, changed, or amended and a public hearing was scheduled as provided by law;

**WHEREAS**, after publication of the required notice, the City Council held its public hearing on August 21, 2018, to accept public comment on this Ordinance;

**WHEREAS**, the City Council desires to adopt this Ordinance in order to comply with state law;

**WHEREAS**, the City finds that elected officials are excluded from the Federal Fair Labor Standards Act in accordance with 29 CFR Ch. V §553.11 entitled “Exclusion for elected officials and their appointees”;

**NOW, THEREFORE**, the Washington Terrace City Council hereby ordains as follows:

**Section 1: Repealer.** Any existing compensation schedule for elected and statutory officers is hereby repealed.

**Section 2: Adoption.** The Compensation Schedule for elected and statutory officers is hereby adopted as follows:

<b>COMPENSATION SCHEDULE</b>	
<b>Elected Officer</b>	<b>Compensation</b>
Mayor	Amount: \$ 8,400.00
City Council	Amount: \$ 2,400.00
Redevelopment Agency Board Member	Amount: \$ 2400.00
<b>Statutory Officer</b>	<b>Salary Schedule</b>



## City Council Staff Report

**Author:** Chief Kasey Bush  
**Subject:** Weber County Mutual Aid Agreement  
**Date:** February 6, 2018  
**Type of Item:** Resolution



FIRE DEPARTMENT

### **Description:**

- A. Topic:** Weber County Mutual Aid Agreement.
  
- B. Background/ History:** Every Ten Years we need to renew the County wide Mutual Aid Agreement. This agreement allows us the ability to request resources and man power from other Fire Departments/Agencies within Weber County.
  
- C. Department Review:** At this time we would ask for approval to renew the Mutual Aid Agreement.

**Significant Impacts:** If Council has specific questions or concerns please contact Chief Bush at 801-628-5347.

**City of Washington Terrace**  
**County of Weber, State of Utah**

**RESOLUTION NO. 18-08**

**A RESOLUTION AUTHORIZING A COUNTY WIDE MUTUAL AID FIRE PROTECTION AGREEMENT BY AND AMOUNG NORTH VIEW FIRE AGENCY, OGDEN CITY, PLAIN CITY, RIVERDALE CITY, ROY CITY, SOUTH OGDEN CITY, UINTAH TOWN, WASHINGTON TERRACE CITY, AND WEBER FIRE DISTRICT**

**WHEREAS**, the City of Washington Terrace (hereinafter known as “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

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

**WHEREAS**, the undersigned are entering this Agreement pursuant to the, Utah Code Annotated 11-13-1, et set., Utah Code Annotated 11-7-1, et set., 1952, as amended, to provide a joint mutual agreement relating to the mutual response and use of fire fighting equipment and personnel to fight structure fires and fire-service related emergencies which include first response medical and basic ambulance transportation; however, excludes emergencies which require the use of hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department’s governing body has enacted a cost recovery ordinance; and

**WHEREAS**, the City Council finds that entering into a contractual relationship and supporting an agreement for these mutually beneficial services is in the best interest of the citizens of the City; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Washington Terrace hereby agrees to the attached County Wide Mutual Aid Agreement “Exhibit A”:

PASSED AND APPROVED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MARK C. ALLEN, Mayor

ATTEST:

\_\_\_\_\_  
AMY RODRIGUEZ, City Recorder

## County Wide Mutual Aid Fire Protection Agreement

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among the North View Fire District, Ogden City, Plain City, Riverdale City, Roy City, South Ogden City, Uintah City, Washington Terrace City, and the Weber Fire District.

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

WHEREAS, the undersigned are entering this Agreement pursuant to Utah Code Annotated 11-13-101, et seq., and Utah Code Annotated 11-7-1, et seq., 1953, as amended, to provide a joint mutual agreement relating to the mutual response and use of firefighting equipment and personnel to fight structure fires and fire-service-related emergencies which include first response medical and basic ambulance transportation; however, this Agreement excludes emergencies which require the use of hazardous material equipment or personnel both within and outside the normal geographical jurisdictional limits of each party hereto, unless the requesting department's governing body has enacted a cost recovery ordinance; and

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

NOW THEREFORE, IT IS HEREBY AGREED:

1. The area to be served by this Agreement shall be the North View Fire District (including Harrisville, North Ogden, and Pleasant View), Ogden City, Plain City, Riverdale City, Roy City, South Ogden City, Uintah City, Washington Terrace City, and the Weber Fire District (which represents unincorporated areas of Weber County including, but not limited to, Farr West, Hooper, Huntsville, Marriott-Slaterville, and West Haven).
2. The Fire Department of each party agrees to respond to structure fires and fire-service-related emergencies within the geographical area of a requesting party to this Agreement with equipment and manpower based upon need as determined by the requesting party's incident Commander and as equipment and personnel are available, as determined by the senior officer on duty for the responding party.
3. The dispatcher shall dispatch the Fire Department from the jurisdiction where the incident is located first, and then, upon determination of need by the incident commander, a request for assistance may be made to the Fire Department from the next closest jurisdiction to assist in the incident. If it is determined by the incident commander that there is a need for additional assistance, the dispatcher shall dispatch the Fire Department from the next closest jurisdiction as needed.
4. Only upon determination by the requesting department that an incident is of such a nature that additional resources are needed, and then only upon the request of the incident commander of the jurisdiction where the incident occurs, will departments be dispatched to respond as provided herein. Self-dispatching of resources by participating Fire Departments of this agreement without the official request of the incident commander of the responsible jurisdiction is not acceptable.
5. Response under this Agreement shall be made only when the absence of fire personnel and/or equipment will not jeopardize the fire protection of the governmental entity furnishing assistance to another jurisdiction.
6. The dispatcher shall be requested to specify the location and directions, when necessary, to which the fire department equipment and personnel are to be dispatched; however, the amount and type of equipment and

number of personnel to be furnished shall be finally determined by the responding organization.

7. The responding organization or organizations shall report to the incident commander in charge at the location to which the fire equipment and personnel are dispatched and shall be subject to the orders of that officer. This incident commander in charge shall be a member of the governmental entity's fire department on scene at location where the incident is located, e.g., if the incident is within Riverdale, then a Riverdale Fire Department member on scene shall be in charge.

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

9. Each party hereto waives all claims against the other parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence or willful misconduct of another party. Each party requesting aid pursuant to this Agreement expressly agrees to hold harmless, indemnify, and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or equity, which are made by a third party, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid. No party waives or relinquishes any governmental immunity or other defense on behalf of itself, its officers, employees, and agents as a result of this section or its execution of this Agreement and the performance of the covenants contained herein. No party to this Agreement or any officer of any party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance.

10. Parties to this Agreement shall participate in Weber County Fire Officers Association forums and shall adopt safety procedures as may be developed in such forums, in the interest of firefighter safety.

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

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

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

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

15. This Agreement shall not relieve any party to this Agreement of any obligation or responsibility imposed upon a party to this Agreement by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility of the requesting party to the extent of actual and timely performance thereof by the responding party.

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

17. This Agreement, as a condition precedent to its entry into effect, shall (1) be submitted to the authorized attorney of each governmental entity for approval as to form in accordance with Utah Code Annotated Section 11-13-202.5(3), (2) be approved by all parties in accordance with Utah Code Annotated Section 11-13-202(2), and (3) be filed with the keeper of records of each party in accordance with Utah Code Annotated Section 11-13-209.

18. The individuals signing this Agreement on behalf of each of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this Agreement on behalf of the parties.

19. Each party to this Agreement shall determine whether a resolution is required for this type of Agreement and shall act in accordance therewith. If execution of this Agreement is determined to be an executive function by a party in accordance with the provisions of the Interlocal Cooperation Act as set forth in Title 11, Chapter 13, Utah Code, the adoption of a resolution of approval is not required.

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

NORTH VIEW FIRE DISTRICT,

\_\_\_\_\_  
Board Chairman

ATTEST:

\_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for North View Fire District

OGDEN CITY,  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Ogden City

PLAIN CITY,  
A Municipal Corporation

Joe Beatty  
\_\_\_\_\_  
Mayor

ATTEST:

Diane Whitcomb  
\_\_\_\_\_  
City Recorder

Dated this 17 day of May, 2018.

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
Attorney for Plain City

RIVERDALE CITY,  
A Municipal Corporation

Norm Seale  
\_\_\_\_\_  
Mayor

ATTEST:

Cheryl Manning  
\_\_\_\_\_  
City Recorder

Dated this 11 day of June, 2018.

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
Attorney for Riverdale City

ROY CITY,  
A Municipal Corporation

[Signature]  
\_\_\_\_\_  
Mayor

ATTEST:

[Signature]  
\_\_\_\_\_  
City Recorder

Dated this 17 day of July, 2018.

APPROVED AS TO FORM:



\_\_\_\_\_  
Attorney for Roy City

SOUTH OGDEN CITY,  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

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

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for South Ogden City

UINTAH CITY,  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

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

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Uintah City

WASHINGTON TERRACE CITY,  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

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

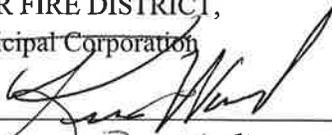
Dated this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for Washington Terrace City

WEBER FIRE DISTRICT,  
A Municipal Corporation

~~Mayer~~

  
Board Chairman

ATTEST:

  
District Clerk

Dated this 8 day of May, 2018.

APPROVED AS TO FORM:

  
Attorney for District

Roll Call Vote:

Council Member Barker

Council Member Brown

Council Member Monsen

Council Member Weir

Council Member West