

SOUTH WEBER CITY COUNCIL AGENDA

Watch live or at your convenience

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

PUBLIC NOTICE is hereby given that the city council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, August 18, 2020 in the council chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m. *Due to physical distancing guidelines, there is limited room for the public to attend. Unless commenting, please watch on YouTube at the link above. **Attendees are encouraged to wear a face mask.** If you are unable or uncomfortable attending in person, you may also comment live via Zoom if you register prior to 5 pm the day of the meeting at <https://forms.gle/PMJFhYFJsD3KCi899>. You may also email publiccomment@southwebercity.com for inclusion with the minutes.

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

1. Pledge of Allegiance: Councilwoman Petty
2. Prayer: Mayor Sjoblom
3. Corona Update
4. *Public Comment: Please respectfully follow these guidelines
 - a. Individuals may speak once for 3 minutes or less
 - b. Do not make remarks from the audience
 - c. State your name and address
 - d. Direct comments to the entire council (council will not respond)

DISCUSSION ITEMS

5. Fire Department Rehabilitation Equipment Discussion

ACTION ITEMS

6. Approval of Consent Agenda
 - a. Minutes 07-28-2020
7. Resolution 2020-33: Intercounty Automatic Aid Fire Agreement

REPORTS

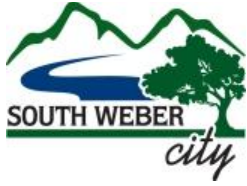
8. New Business
9. Council & Staff
10. Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the city recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE www.southwebercity.com 4. UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 08-13-2020

CITY RECORDER: Lisa Smith



Council Meeting Date: 8/18/2020

Name: Derek Tolman

Agenda Item: Rehabilitation Trailer Discussion

Objective: Discuss the options for outfitting a new rehabilitation/hazmat truck and trailer.

Background: After September 11th 2001 the Department of Homeland Security in conjunction with FEMA came up with a way to provide better resources to communities in the event that a disaster of any kind occurs. South Weber was given the responsibility to provide Rehabilitation and HAZMAT decontamination. A trailer and ford excursion along with some basic equipment was provided. It has been over 15 years since any of this was updated. Because this is a Region 1 asset, Region 1 can potentially pay for the entire replacement and outfitting of both a new truck and trailer, as well as all the associated equipment. This does require some financial wrangling to get the equipment purchased and the money reimbursed. The Region 1 President will be in attendance to explain, Chief Paul Erickson from Kaysville.

Summary: We need to discuss the obligation and the direction we need to take moving forward to insure we have an appropriate response and commitment to this service. We also want to ensure that South Weber citizens are not saddled with the cost for a region asset.

Committee Recommendation: N/A

Planning Commission Recommendation: N/A

Staff Recommendation: N/A

Attachments: N/A

Budget Amendment: N/A

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 28 July 2020

TIME COMMENCED: 6:04 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Hayley Alberts
Blair Halverson
Angie Petty
Quin Soderquist
Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY ENGINEER:

Brandon Jones

CITY MANAGER:

David Larson

CITY ATTORNEY:

Jayme Blakesley

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Lincoln Petty, Michael Poff, and Lisa Carter's family.

Mayor Sjoblom called the meeting to order and welcomed those in attendance including Michael Poff and the Carter family. She introduced Jayme Blakesley as the new city attorney.

1. PLEDGE OF ALLEGIANCE: Mayor Sjoblom

2. PRAYER: Councilwoman Alberts

3. CORONA VIRUS UPDATE: Mayor Sjoblom reported there was a 9% decrease in cases in Davis County. Ages 15-24 was the fastest growing age group in Davis County. There was a decrease in hospitalization with ICU utilization at 69%. There were 11 total deaths in Davis County and 22 positive cases in South Weber City. South Weber City was the lowest city in the county for cases by population. Proxy transmission was below 1%.

4. PUBLIC COMMENT: Please respectfully follow these guidelines:

- a. Individuals may speak once for 3 minutes or less
- b. Do not make remark from the audience
- c. State your name and address

- d. Direct comments to the entire council**
- e. Note City Council will not respond during the public comment period**

ACTION ITEMS:

- 5. Approval of Consent Agenda**
 - a. June Check Register**
 - b. May Budget to Actual**

Councilman Soderquist referenced the check register and questioned why the city is paying both Robinson Waste and Wasatch Integrated Waste for garbage. David explained Robinson Waste is for collection and Wasatch Integrated Waste is for the dumping fee.

Councilman Halverson moved to approve the consent agenda. Councilwoman Alberts seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

6. Michael & Amy Poff Recognition

Mayor Sjoblom recognized Michael & Amy Poff who served the South Weber community for 20 years as advisors for the youth city council (YCC). They dedicated many hours to helping the YCC as they organized the annual Easter Egg Hunt, ran the youth stomp after fireworks, served in various ways during Country Fair Days, assisted with breakfast with Santa, made and distributed Valentine's Day cards, placed flags for Memorial Day, promoted and judged a house decorating contest for Christmas, assisted with Meet the Candidates night, and attended various statewide events for training and leadership experience. They gave much of their time and energy to this community and the city council wanted to honor and recognize them for their dedication to South Weber City. Michael Poff accepted an engraved plaque and gift cards.

7. Lisa Poll Carter Recognition

Mayor Sjoblom expressed that a year ago a life-long resident of South Weber City, Lisa Carter, passed away at the much too young age of 56. Her family called her "Lady": her grandchildren called her "Grandma Lady". She was a very fine lady. In 1976, she competed in the very first South Weber kid's rodeo called the "Small Fry Rodeo". At the conclusion, she was named one of the posse royalty and she was only getting started.

She went on to join the Utah High School Rodeo Association. In 1986 and 1987 she became the Utah Barrel Racing Association Women's Champion. In 1988 she joined the Women's Professional Rodeo Association where she was named rookie of the year and became reserved champion of the year. On November 16, 1989 at the circuit rodeo finals in Ogden, Lisa won the average for the entire rodeo and was crowned 1989 Wilderness Circuit Champion Barrel Racer. Almost all the residents of South Weber City were there to cheer her on and these were Lisa's tearful words at the event, "South Weber is the greatest place in all the world. When I'm travelling all over with the rodeo and it comes my time to compete and the announcer says, 'And from South Weber, Lisa Carter,' I ride with pride."

Lisa grew up riding horses all over South Weber from the first posse grounds up 1900 East, along every canal road, and finally at the current posse grounds. Lisa volunteered and chaired the Little Buckaroo Rodeo event for over 30 years. She passed her love of horses on to her children and her daughters have all been Whoopee girls at the July 24th Ogden City Rodeo. The city wanted to thank Lisa Carter's family, her 5 children, and her husband Mark for the great service they provided the city of South Weber over many years.

The mayor communicated, "Lisa, on behalf of your South Weber family, we want to say, 'We love you. We miss you. Thank you so much for the many years of selfless service to your community.'" And as a token of appreciation, a memorial bench will be placed at the posse ground. A park bench was revealed with a barrel rider pictured and "In memory of 'Our Lady' Lisa Poll Carter" inscribed.

DISCUSSION ITEMS:

8. Code Update Process

Mayor Sjoblom explained the city council expressed a desire to review and update city code, especially related to land use and zoning. Staff identified various approaches the city council could take in updating the code and presented the options for the council's consideration.

Jayne Blakesley, city attorney, thanked the council for the opportunity to serve as the new city attorney for South Weber City. He discussed his job is to listen to the council as to how they would like the city to move forward with land use. He explained three ways the city can approach the code update process which are: (1) staff presents changes to planning commission which would review and endorse changes proceeding to the council (2) staff works directly with planning commission to create recommended changes or (3) create a working group with members of staff, council, and planning commission to review code simultaneously. He was in favor of option 3.

Councilman Halverson reported the planning commission had started the process and suggested they be made aware immediately that it is taking a different direction. He was partial to option 3. Councilwoman Alberts asked how many amendments can take place and how often. Jayme answered you can make as many amendments as many times as you need to by law, but from a practical standpoint more than once a year is cumbersome. He suggested the working group should define how much time they could dedicate and how committed they are to completing the project so a timeline could be determined. David pointed out the difficulty in updating Title 10 and possibly reviewing a group of similar chapters at a time i.e. commercial zones. Councilman Halverson suggested addressing the hot points first (i.e. sound ordinance). Councilwoman Alberts recommended keeping a list of hot points and then once a year reviewing them and making amendments. Councilwoman Petty proposed option 3 with planning commissioners who have differing opinions. Councilman Winsor echoed option 3 was the best approach. Mayor Sjoblom agreed. She will discuss this approach with Commissioner Osborne personally. Jayme discussed this going through the proper process when amendments are made. It was decided Councilwoman Alberts and Councilman Winsor will represent the council. David promised once the planning commission decides who their representatives will be, he will work with them to schedule meetings and create agendas.

REPORTS:

9. New Business

Removing Layton connection from the Wasatch Front Regional Council (WFRC)

Transportation Improvement Plan: Mayor Sjoblom discussed contacting the WFRC.

Councilman Winsor suggested sending a formal letter. The council agreed that once the general plan is adopted, a letter will go to both UDOT and the Wasatch Front Regional Council to remove the Layton connection from their plans.

Staker Parson Gravel Pit Development Agreement 2003-2004: Councilman Soderquist discussed items that are not currently being followed in the development agreement with Staker Parson. He read from the agreement concerning the funds paid to the city for recreation. He stated there isn't a five-member advisory board in place to decide how those funds are distributed. He suggested putting together an advisory board. It was decided the parks and recreation committee will form the advisory committee and invite Staker Parson to add a representative as agreed.

10. Council & Staff

Mayor Sjoblom: She attended a change of command ceremony last week at Hill Air Force Base. Commander Colonel Jon A. Eberlan took a new position in New York City and relinquished his command of HAFB to Colonel Jenise M. Carroll.

Councilwoman Alberts: She reported on the Country Fair Days parade. There will be two routes. The council will need a vehicle. There will be a food drive with a competition between the east and west sides. Those who donate will be put into a raffle drawing. The parade will start at 9:30 am. Both routes will meet at City Hall where the prize drawing will take place.

Councilman Soderquist: The Admin/Finance Committee met and worked on an ethics pledge and conflict of interest disclosure form as indicated on the fraud assessment.

Councilwoman Petty: The parks and recreation committee will be meeting to discuss amendments to Staker Parson Gravel Pit Development Agreement. She stated the dog park had been graded. The youth city council will meet to discuss rules and regulations.

CLOSED SESSION: held pursuant to the provision of UCA section 52-4-205(1)(d)

11. Discussion of the purchase, exchange, or lease of real property

CLOSED SESSION: Councilwoman Alberts moved to adjourn the council meeting at 6:58 p.m. and go into a closed session held pursuant to the provision of UCA section 52-4-205(1)(d). discussion of the purchase, exchange, or lease of real property. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

12. Return to Open Session and Adjourn

RECONVENE: Councilwoman Alberts moved to reconvene the council meeting at 7:50 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

ADJOURN: Councilwoman Alberts moved to adjourn the council meeting at 7:50 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

APPROVED: _____ Date 08-18-2020
Mayor: Jo Sjoblom

Transcriber: Michelle Clark

Attest: _____
City Recorder: Lisa Smith

CC 2020-07-28 CI #1 Browning

From: [Natalie Browning](#)
To: [Public Comment](#)
Subject: Southbench Drive
Date: Tuesday, July 28, 2020 4:01:09 PM

To Whom It May Concern,

I am writing in follow-up to the comments from Amy Mitchell during last week's City Council meeting regarding the removal of South Bench Drive from the various entities it was introduced to. I suggest our elected and appointed officials, as well as our paid employees, who introduced the idea of SBD to UDOT (now functionally classified and is on their website), the WFRC (2040 RTP), and Layton City, should now go back and have this road which was unanimously vetoed by the citizens removed from their plans. This major traffic corridor was proposed to these entities before there was any community involvement or approval. Per our State Ombudsman this act in itself is said to be considered "unethical."

In the March 13th, 2018, meeting notes it states that Mayor Sjoblom, Barry Burton, and Brandon Jones attended the Wasatch Choice Workshop where they presented maps of the new position of South Bench Drive. It is important to note that this plan would only be added if the General Plan was amended to include it.

In the March 27th 2018 notes it states that Brandon Jones our city Engineer and Mayor Sjoblom attended a meeting with Layton's Mayor and City Engineer to memorialize a joint connection with South Weber and Layton.

Then again, in the July 10, 2019 minutes it states that Brandon Jones, Dave Larson, Mark Larson and Mayor Jo met with County Planner Jeff Oyler to discuss the best way to submit an application to the County for a Prop 1 grant to help pay for the city's portion of this road.

This is a small sampling of work that has been done on this major traffic corridor prior to citizen knowledge, involvement, or approval.

I feel the citizens of South Weber should be made aware of the continued progress of this removal process.

Thank you for your help with this work,

Natalie Browning

From: [Megan Mitchell](#)
To: [Public Comment](#)
Subject: Public comment 7_28_20
Date: Tuesday, July 28, 2020 4:59:24 PM

Amy Mitchell
1923 Deer Run Drive

Dear Mayor, City Council and Staff-

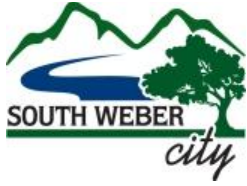
Thank you for allowing public comment and I appreciate the opportunity to address you today.

I think the comments that I made last week got lost in the lengthy meeting. So today I would like to share them again and in writing.

I would like to address the planning commission meeting from two weeks ago as they reviewed and are proposing changes to the general plan based on the latest survey. Watching that meeting was interesting and I encourage you all to watch it if you have time and haven't seen it already. I was glad to see that the opinions of the citizens were heard by most PC members and taken seriously. I am excited to see what the new general plan will look like and that as we have now had 2 surveys done with as much input as possible, I ask that you all do your best, especially the Mayor, in getting any roads connecting us to Layton off of the plans of both UDOT and WFRC, as well as any other interested party. The citizens have spoken and we would like to hold you to your word that you would represent our desires. Please do not argue that only 508 citizens completed the survey, because just like when we vote in an election, everyone has the same chance to be heard and yet some choose not to do it when it counts the most. So in part, they are saying that they are willing to go along with whatever the others decide. Please live up to your commitment that you have each made to listen and act on our behalf. However this needs to be done, I ask for it to be done quickly and permanently in writing and at meetings to ensure that we have it covered to the full extent.

In the PC meeting, they referred to a petition by residents that did not want to allow a certain "road" or "connection" to be built and those residents were indeed heard by the planning commission. I would like to know if the survey results will suffice for the Connection to Layton or if we also need to gather petition signatures to make our wants valid? Please let us know what will be done and what our part needs to be.

Sincerely,
Amy Mitchell



Council Meeting Date: 8/18/2020

Name: Derek Tolman

Agenda Item: Intercounty Automatic Mutual Aid Agreement

Objective: Have an Automatic Mutual Aid Agreement between all the fire departments in Davis and Weber counties

Background: Over the last several years there have been several large incidents a year in Weber and Davis counties. These incidents have required resources from multiple counties to bring the situations under control. In order to better streamline and manage an appropriate response, the fire chiefs in both counties agreed there needs to be an actual agreement in place. Davis and Weber counties are geographically the best situated to be able to help each other in a timely fashion. South Weber has agreements with multiple Weber county fire departments individually. This agreement will not replace those. It merely serves to cover all the cities in both counties. This will not give us an increase in call volume. It merely serves to improve response times and provide legally supported aid on these large incidents.

Summary: Signing this agreement with the other fire departments in Davis and Weber counties provides protection for South Weber when these fire departments come and help us and when we go to help others.

Committee Recommendation: N/A

Planning Commission Recommendation: N/A

Staff Recommendation: N/A

Attachments: Resolution 2020-33: Intercounty Automatic Aid Fire Agreement

Budget Amendment:N/A

RESOLUTION 2020-33

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING AN INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

WHEREAS, emergency fire and medical situations frequently require assistance from other agencies for personnel or equipment; and

WHEREAS, the fire departments and districts within Davis and Weber counties are desirous to provide aid to one another in an effective manner; and

WHEREAS, the proposed agreement will serve to enhance, not replace, any current mutual aid agreements; and

WHEREAS, this agreement is designed to clarify each agencies' roles and responsibilities when rendering aid; and

WHEREAS, SWC Fire Chief Derek Tolman recommends entering into this agreement as a benefit to the city and its citizens; and

WHEREAS, Council agrees providing and receiving aid is in the best interests of the city;

NOW THEREFORE BE IT RESOLVED by the council of South Weber City, Davis county, state of Utah, as follows:

Section 1. Approval: This Intercounty Automatic Aid Fire Agreement attached as Exhibit 1 is hereby approved.

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

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 18th day of August 2020.

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

Jo Sjoblom, Mayor

Attest: Lisa Smith, Recorder

EXHIBIT 1
INTERCOUNTY AUTOMATIC AID
FIRE AGREEMENT

INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **WASHINGTON TERRACE CITY**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, and the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH WEBER CITY CORPORATION**, a municipal corporation of the State of Utah, **CLINTON CITY CORPORATION**, a municipal corporation within the State of Utah, **LAYTON CITY CORPORATION**, a municipal corporation within the State of Utah, **KAYSVILLE CITY CORPORATION**, a municipal corporation within the State of Utah, **SYRACUSE CITY CORPORATION**, a municipal corporation within the State of Utah, **FARMINGTON CITY CORPORATION**, a municipal corporation within the State of Utah, **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH DAVIS METRO FIRE SERVICE AREA**, a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic mutual aid for fire protection and emergency medical response among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for fire protection, emergency medical response at the receipt of such an alarm where resources within their county are exhausted; and

WHEREAS, this Agreement is intended to “enhance” but not replace existing “Mutual Aid Agreements or within County Automatic Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. Upon request from an on-scene incident for intercounty resources the 911 Public Safety Answering Point (PSAP) responsible for the incident will make the request to the neighboring County within this agreement as described by the “intercounty response plan” as determined by the fire chiefs of each participating party. Fire chiefs within each County will develop a coordinated “intercounty response plan” reviewed and approved by respective fire chiefs of each participating party within their county. Upon request from on-scene incident commander for intercounty resources, the neighboring county’s 911 PSAP will be contacted specifying intercounty resource request. Only those pre-identified resource units within the response plan will be dispatched by the neighboring county to the requesting county’s incident

location. Once intercounty resources are sent by their respective 911 PSAP, while en-route, responding units will report to the requesting 911 PSAP to confirm radio communication and notification of en-route status. Once assigned to a neighboring county's incident all radio communication will occur on the requesting 911 PSAP talk groups and their status managed by the requesting 911 PSAP. Upon completion of incident assignment, release by the incident commander, neighboring county units will return to radio communication with their primary PSAP.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The "Automatic Aid" fire company being requested must be currently in an "available" status.
- b. The responding company must be a "pumping" apparatus of Class A engine type or "quint" style aerial device with Class A engine specifications, water tender, a NWCG classified Type 1-6 wildland fire suppression unit, an incident commander staff member and vehicle, or a state licensed medical unit either as a rescue or ambulance. Such responding company must respond with no fewer than two firefighters/EMS certified personnel on board.
- c. The "Automatic Aid" fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride in the emergency vehicle to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding "Automatic Aid" fire company:
 - i. Address of incident;
 - ii. Type of incident;
 - iii. Talk Group and 911 PSAP Assignment
 - iv. Incident command designation; and
 - v. Commander's name or unit when available.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber/Davis area local guidelines and standard operating procedures (SOP's). The responding "Automatic Aid" fire company shall report by radio to the Incident Commander or staging officer at the location to which the equipment was requested and shall be subject to the orders of that commander.
- f. The responding "Automatic Aid" company shall be released by the requesting organization when the services of the "Automatic Aid" fire company are determined to not be required or when the "Automatic Aid" fire company is needed to provide protection to its own jurisdiction, such need to be the sole determination of the responding organization. This agreement is intended for

initial response only. Time commitment for the “Automatic Aid” companies shall not extend beyond eight (8) hours after initial dispatch time.

- g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor’s best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring because of performing this Agreement.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party’s territorial limits, shall apply to the activities of that other party’s firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter 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.

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

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

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating parties from the obligations created herein.

10. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above-mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

ROY CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for Weber Fire District

SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

NORTH VIEW FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for North View Fire District

RIVERDALE CITY, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

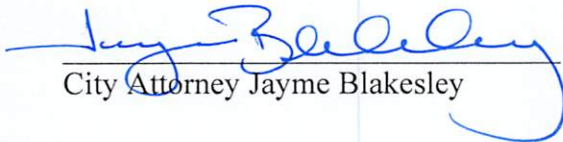
SOUTH WEBER CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: David Larson, City Manager
Date: August 18, 2020

ATTEST:

City Recorder Lisa Smith

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:



City Attorney Jayme Blakesley

CLINTON CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**LAYTON CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**KAYSVILLE CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**SYRACUSE CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**FARMINGTON CITY CORPORATION, a
Utah Municipal Corporation**

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

NORTH DAVIS FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for North Davis Fire District

SOUTH DAVIS FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for South Davis Fire District