



ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)

SEPTEMBER 15, 2020 – 5:30 P.M.

No physical meeting location will be available. This meeting will be streamed live on the Roy City YouTube channel. <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately)

1. Approval of the June 29, 2020 Roy City Council
2. Consider a request for preliminary subdivision approval of Frandsen Farms Subdivision, located at approximately 4514 S 3100 W
3. Consider a request for preliminary subdivision approval of Aspenwood Estates Subdivision, located at approximately 4712 S 4300 W

E. Action Items

1. **PUBLIC HEARING- FY 2021 BUDGET-** *If you would like to make a comment during this portion of our meeting on the Enterprise Fund Transfer you will need to email admin@royutah.org to request access to the ZOOM chat.*
 - a. Consideration of Resolution 20-31 approving adjustments to the FY 2021 Budget
2. Consideration of Resolution 20-32 Amending the Roy City Personnel Policy and Procedures Manual
3. Consideration of Resolution 20-33 approving an Inter-County Automatic Aid Agreement for Fire and Emergency Response
4. Consideration of Resolution 20-34 approving an Interlocal Agreement between Roy City, Weber Fire District and Riverdale City for EMS First responder services

F. Public Comments *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics make take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.

G. City Manager & Council Report

H. Discussion

- a. Economic Update

I. Adjournment



In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.org at least 48 hours in advance of the meeting.

Public meetings will be held electronically in accordance with Utah Code Section 52-4-210 et seq., Open and Public Meetings Act. Pursuant to a written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to the infectious and potentially dangerous nature of COVID -19 virus appropriate physical distancing in City Council Chambers is not achievable at this time accordingly, the meeting will be held electronically with no anchor location.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) “Electronic Meetings” of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 11th of September, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 11th of September, 2020.

Morgan Langholf
City Recorder

Visit the Roy City Web Site @ www.royutah.org
Roy City Council Agenda Information – (801) 774-1020

Mayor
• Robert Dandoy

City Manager
• Matt Andrews



Council Members
• Jan Burrell
• Joe Paul
• Bryon Saxton
• Ann Jackson
• Diane Wilson

ROY CITY COUNCIL SPECIAL MEETING AGENDA

JUNE 29, 2020 – 5:30 P.M.

ZOOM WEBINAR WITH LIVE STREAMING ON YOUTUBE

A. Welcome & Roll Call

Mayor Dandoy called the meeting to order and took roll.

B. Action Items

1. Resolution 20-22 Approving an Interlocal Agreement between Roy City and Weber County for the distribution of CARES Act funding.

City Manager Matt Andrews explained that the purpose of the Special Meeting tonight was for the City Council to approve the proposed Interlocal Agreement between Roy City and Weber County, so that Weber County could adopt this same agreement at their meeting the following day. The County also intended to have a press conference regarding this agreement the following day. When the stimulus package was approved by the Federal Government in March, a portion of that was allocated to local governments. Large cities were giving funding directly, while smaller cities and towns would receive their funding through the State. In the case of Weber County, funding would be allocated based on population. Funds should only be used for COVID-related expenses. They cannot be used on revenue shortfalls nor items already approved in the budget. By participating in this funding, a single audit would be required, so it was important to keep detailed records of how those funds were spent. Manager Andrews said that there was the potential for three rounds of funding. In the first round of funding, Roy City would receive approximately \$1.1 million, with additional funds to be used in partnership with Weber County. The County had determined to use this funding to assist businesses that had been affected by COVID-19. He briefly described how a business would be eligible for funding. Weber County, with the help of Roy City, would be responsible for getting applicable information out to the media and businesses. Manager Andrews presented a timeline for the funding process. Staff recommended approval of the Resolution.

Council Member Saxton asked how the City would be helping to inform local businesses about this opportunity. Manager Andrew said that the County would be preparing the campaign and the City would share that information through the City website and other outlets. The City would be collaborating with the County to ensure that every business received the information.

Council Member Burrell offered to call local businesses to relay the information, as it would be more personally coming from the City as opposed to the County. Mayor Dandoy agreed. He suggested that they divide the City into sections and have each Council Member each out to the businesses in one of those sections. Council Member Jackson requested a flyer or handout with the necessary information to be given to business owners in person. Mayor Dandoy said that the County website had such handouts, but the County had requested that the City refrain from distributing information until after the press conference.

There was some discussion regarding the proposed timeline, and what would happen if there was any money left over from this round of funding.

It was confirmed that this opportunity was open to all businesses in Weber County, but preference would be given to local businesses and those affected most negatively by COVID-19.

Council Member Paul commented that he was wary of turning this over to the County at first, but upon further



examination, he determined that this was the best option for Roy businesses. Council Member Burrell agreed.

Mayor Dandoy noted that the only two cities in Weber County that were not participating in the interlocal agreement were Ogden and Harrisville.

Councilmember Paul moved to approve Resolution 20-22. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmember voted “Aye.” The motion passed.

C. Adjournment

Councilmember Jackson moved to adjourn the meeting. Councilmember Wilson seconded the motion. All Councilmember voted “Aye.” The meeting was adjourned at 7:00 PM.

Robert Dandoy, Mayor

Attest:

Morgan Langholz, City Recorder



SYNOPSIS

Application Information

Applicant: Scott Wynn
Request: Request for Preliminary Subdivision approval of Aspenwood Estates Subdivision.
Address: 4712 South 4300 West

Land Use Information

Current Zoning: R-1-7; Single-Family Residential
Adjacent Zoning: North: R-1-10; Single-Family Residential South: RE-20; Residential Estates
East: R-1-7; Single-Family Residential West: Hooper City

Staff

Report By: Steve Parkinson
Recommendation: Recommends approval with conditions

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 10 (General Property Development Standards)
- Roy City Subdivision Ordinance Title 11, Chapter 3 (Preliminary Subdivision Application)
- Roy City Subdivision Ordinance Title 11, Chapter 9 (Subdivision Development Standards)

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on September 8, 2020, the hearing was opened – the Public made the following comments:

- No Public comment was made

With no public comments the public hearing was closed.

With no additional questions or discussion, the Planning Commission voted 6-0; to forward to the City Council a recommendation of approval for Preliminary Subdivision approval of Aspenwood Estates Subdivision.

ANALYSIS

The property is located west on the West side of Roy City on the East side of 4300 West. Currently the property has one (1) single-family home on the southern portion of the property.

Subdivision: The proposed subdivision is to subdivide the 5 acres (217,800 sq.-ft.) into seventeen (17) individual parcels (see Exhibit “B”). The current single-family dwelling will be incorporated into the subdivision design.

Zoning: This property was recently rezoned (July 14, 2020 PC & July 21, 2020 CC) from R-1-10 to R-1-7.

Vehicle Access: As required by ordinance each parcel will have access to a public street. In this case those will be off of a new road coming off of 4300 West.

Improvements / Utilities: All utilities will be accessible to each lot.

DRC Review: The DRC hasn't finished its review, still waiting on one or two departments to respond. However, the DRC review comments generally point out areas that need correcting with regards of Codes or Requirements.

Summary: Even though the DRC has yet to finalize their review, this seventeen (17) lot subdivision can meet all aspects of the Zoning Code and Subdivision Code. The planning department has included their review and attached it to this report.



CONDITIONS OF APPROVAL

1. Approval from the City Council for the Amendment General Plan (Future Land Use Map) and the Rezone request
2. Compliance to any conditions within this report or stated by the Planning Commission.
3. Compliance to the requirements and recommendations as outline by the DRC.

FINDINGS

1. The proposed subdivision can meet all of the requirements of the Zoning Ordinance.
2. The proposed subdivision can meet all of the requirements of the Subdivision Ordinance

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

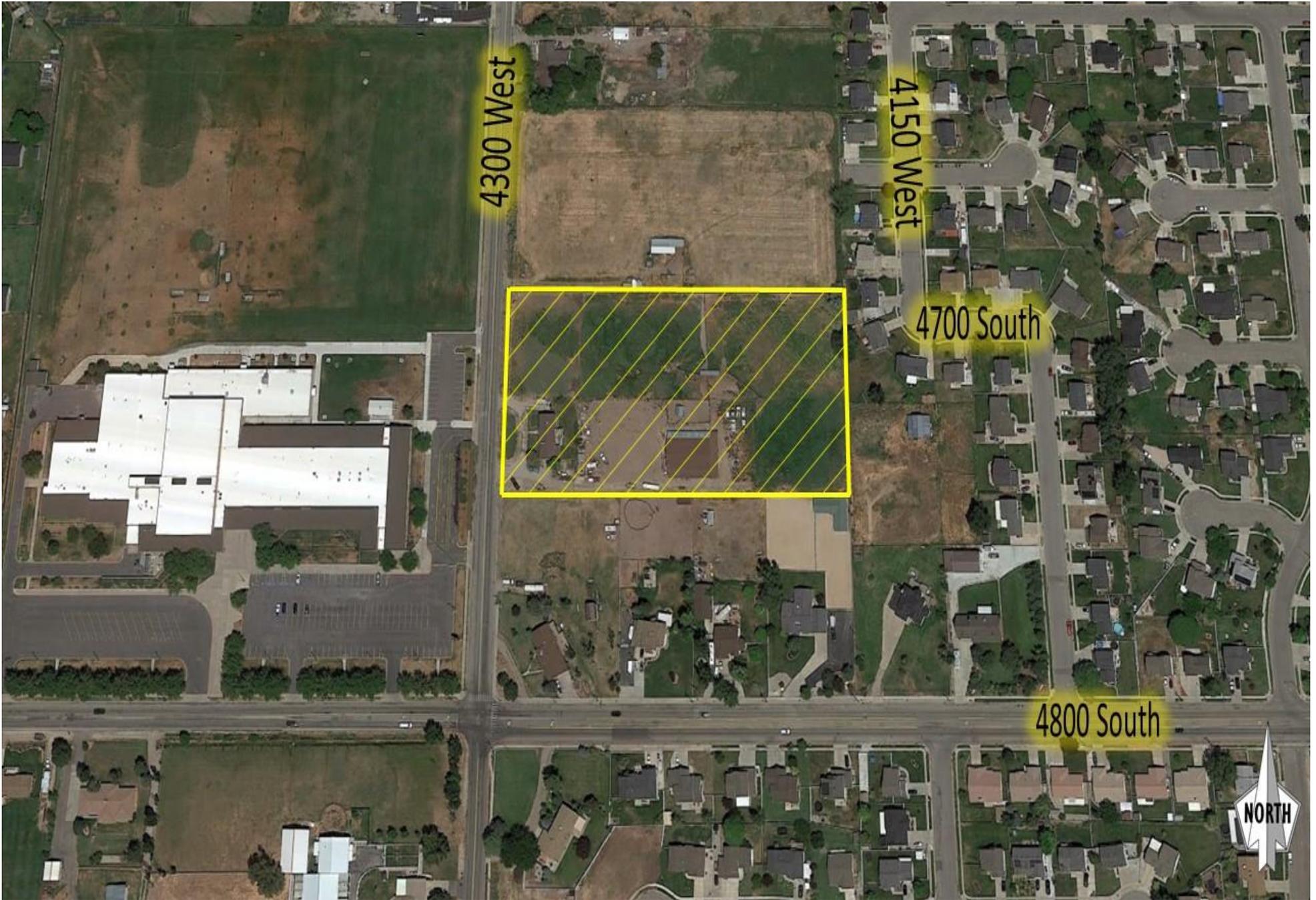
RECOMMENDATION

Staff recommends approval of the Preliminary Subdivision of Aspenwood Estates Subdivision located at approximately 4712 South 4300 West, with the conditions as stated within this report.

EXHIBITS

- A. Aerial Map
- B. Preliminary Subdivision Plat

EXHIBIT "A" – AERIAL MAP





SYNOPSIS

Application Information

Applicant: P. Clayton Wolf III
Request: Request for Preliminary Subdivision approval of Frandsen Farms Subdivision.
Address: 4514 South 3100 West

Land Use Information

Current Zoning: R-1-8; Single-Family Residential
Adjacent Zoning: North: R-1-8; Single-Family Residential South: R-1-8; Single-Family Residential
East: R-1-8; Single-Family Residential West: RE-20; Residential Estates

Staff

Report By: Steve Parkinson
Recommendation: Recommends approval with conditions

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 10 (General Property Development Standards)
- Roy City Subdivision Ordinance Title 11, Chapter 3 (Preliminary Subdivision Application)
- Roy City Subdivision Ordinance Title 11, Chapter 9 (Subdivision Development Standards)

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on September 8, 2020, the hearing was opened – the Public made the following comments:

- No Public comment was made

With no public comments the public hearing was closed.

With no additional questions or discussion, the Planning Commission voted 6-0; to forward to the City Council a recommendation of approval for Preliminary Subdivision approval of Frandsen Farms Subdivision.

ANALYSIS

Due to an error that was on the previous notices that were sent out regarding the date of the meeting, this item must be revisited. This item was first heard during the August 11, 2020 regular Planning Commission meeting.

The property is located west of West Park on the East side of 3100 West. Currently the property has one (1) single-family home on the northern portion of the property.

Subdivision: The proposed subdivision is to subdivide the 2 acres (87,120 sq.-ft.) into seven (7) individual parcels (see Exhibit "B"). The current single-family dwelling will be removed.

Zoning: There are two (2) zones that surround in this parcel, to the North it is R-1-8, to the East, South and North and RE-20 to the West.

Vehicle Access: As required by ordinance each parcel will have access to a public street. In this case those will be off of a new road coming off of 3100 West.

Improvements / Utilities: All utilities will be accessible to each lot.

DRC Review: The DRC's memo is attached

Summary: This seven (7) lot subdivision can meet all aspects of the Zoning Code and Subdivision Code.



CONDITIONS OF APPROVAL

1. Approval from the City Council for the Amendment General Plan (Future Land Use Map) and the Rezone request
2. Compliance to any conditions within this report or stated by the Planning Commission.
3. Compliance to the requirements and recommendations as outline by the DRC.

FINDINGS

1. The proposed subdivision can meet all of the requirements of the Zoning Ordinance.
2. The proposed subdivision can meet all of the requirements of the Subdivision Ordinance

ALTERNATIVE ACTIONS

The Planning Commission can recommend Approval, Approval with conditions, Deny or Table.

RECOMMENDATION

Staff recommends approval of the Preliminary Subdivision of Frandsen Farms Subdivision located at approximately 4514 South 3100 West, with the conditions as stated within this report.

EXHIBITS

- A. Aerial Map
- B. Preliminary Subdivision Plat

EXHIBIT "A" – AERIAL MAP



REQUEST FOR COUNCIL ACTION



DATE: September 10, 2020
TO: Mayor and City Council
FROM: Camille Cook
RE: Adjustments to the FY2021 Budget

Ordinance **Resolution** **Motion** **Information**

Executive Summary

The following items have been requested for adjustment due to additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic in the FY2021 budget.

General Fund –

Revenue:

- Increase CARES Act Grant Revenue by \$1,153,848 based on the amount distributed by the State of Utah.

Expenditures:

- Increase the Legislative budget by \$150,000 to fund supplies and personal protective equipment needed by local non-profits and schools within Roy City.
- Increase the Police Department CARES Act Expenses of \$110,444 to cover sprayer wands and cleaner, equipment, supplies, and other personal protective equipment for the police department and crossing guards.
- Increase the Fire Department CARES Act Expenses of \$220,116 to cover expenses related to medical supplies and equipment, sanitation and station supplies and equipment, and other personal protective equipment.
- Increase the Public Works Department CARES Act Expenses of \$4,000 to purchase a pressure washer.
- Increase the Parks, Recreation, and Recreation Complex CARES Act Expenses of \$229,873 to cover expenses related to upgraded pool filtration system, additional recreation equipment, touchless park restroom plumbing upgrades, sanitizer stations, sanitation supplies, gym divider, touchless scorekeeping, message board, and other personal protective equipment.
- Increase the Non-Departmental CARES Act Expenses by \$439,415 to cover the following at multiple city buildings: air purifying systems and filters, upgraded touchless plumbing in restrooms, sneeze guards and barriers, sanitation supplies and equipment, and other personal protective equipment. This budget increase also includes the technology

improvements for teleworking, website redesign, and upgrades to technology and sound systems in multiple conference rooms, Courtroom, and City Council Chambers for more function during virtual meetings and trainings.

Capital Projects Fund –

Revenue:

- Increase the budgeted use of fund balance reserves by \$60,000 to cover expenditures for the Police Department restroom remodel.

Expenditures:

- Increase the Improvements capital projects budget by \$60,000. In conjunction with updating plumbing fixtures in the municipal building to be touchless, the restrooms in the Police Department need to be updated to allow for more thorough cleaning and sanitation before updating the touchless plumbing.

Recommendation

We recommend that the City Council approve the adjustments as shown above. Resolution No. 20-31 has been prepared for your consideration.

Fiscal Impact

The impact to the General Fund, overall, is an increase to revenues and expenditures of \$1,153,848. Recognition of additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic.

For the Capital Projects Fund, expenses increase by \$60,000. A draw from fund balance is necessary to cover these expenditures.

RESOLUTION NO. 20-31
A Resolution of the Roy City Council
Approving Adjustments to the Fiscal Year 2021 Budget

Whereas, the City Council has received information regarding recommended modifications and adjustments to the budget, and

Whereas, the budgets for the General fund requires adjustment due to additional revenue sources and increased expenditures due to the CARES Act Funding related to the COVID-19 pandemic; and

Whereas, the budget for the Capital Projects fund requires adjustment due to additional revenue sources and increased expenditures; and

Whereas, the City Council finds it is in the best interest of the citizens of Roy to make the adjustments,

Now, therefore, be it resolved by the Roy City Council that the City budget be adjusted as follows:

Fund	Previously Approved Budget	Increase (Decrease)	Adjusted Budget
General Fund	\$17,391,653	\$1,153,848	\$18,545,501
Class C Road Fund	1,529,000	0	1,529,000
Transportation Infrastructure Fund	400,000	0	400,000
Capital Projects Fund	572,255	\$ 60,000	632,255
Water & Sewer Utility	10,130,078	0	10,130,078
Storm Water Utility	1,025,321	0	1,025,321
Solid Waste Utility	2,332,764	0	2,332,764
Storm Water Development	146,000	0	146,000
Park Development Fund	449,776	0	449,776
Cemetery Perpetual Fund	0	0	0
Total	<u>\$33,976,847</u>	<u>\$1,213,848</u>	<u>\$35,190,695</u>
Internal Service Funds:			
Information Technology	\$645,086	\$ 0	645,086
Risk Management	253,752	0	253,752
Total	<u>\$898,838</u>	<u>\$ 0</u>	<u>\$898,838</u>

Passed this 15th day of September, 2020.

 Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting "Aye"

City Council Members Voting "Nay"

Resolution No. 20-32
A Resolution of the Roy City Council Amending the Roy City Personnel Policy and Procedures Manual

WHEREAS, the Roy City Council has determined that in order to have a more effective organization that it is in the best interest of the city to update and amend the personnel policy.

NOW THEREFORE BE IT RESOLVED that the Personnel Policy and Procedures Manual be amended with the following additions, deletions or amendments:

Amending the following subsections of Section 1101 * HIRING PRACTICES to clarify drug screens are required as applicable as follows:

Section 1101 * HIRING PRACTICES

Selection

8. **No** employee shall commence employment until the Management Services Department has received the information required for employment such as driver's license verification form, drug screen, and any other requirement if applicable. The Management Services Department shall notify the new employee and Department Director that the employee may commence employment.

Amending the following subsections of Section 1202 * LEAVE to include mental health as follows:

1202 * LEAVE

Sick Leave

Purpose

As insurance against loss of income when employees are unable to perform their work because of mental health, illness, or injury, sick leave with pay is provided each probationary or regular full-time employee.

Accrual

A forty (40) hour-per-week full-time employee shall accumulate sick leave at the rate of eight (8) hours for each full calendar month of service.

Firefighters working forty-eight (48) hour shifts shall accumulate sick leave at the rate of 12.5 hours for each calendar month of service.

Any time less than a month shall be pro-rated accordingly.

Sick leave may be accrued to any unlimited amount.

Use of Sick Leave

Eligible employees may begin to utilize their accrued sick leave any time after having completed one (1) month of satisfactory employment. Employees absent due to sickness must arrange for a telephone report to their supervisor, as dictated by department policy, but no later than one-half hour before the beginning of the work day of the first day of absence, and updated each day thereafter. Police Officers and Firefighters shall arrange a telephone report at least one hour prior to their shift.

When an employee earns call-back time and uses sick leave during the same work week, the employee shall deduct the call-back hours worked from their scheduled hours to determine the amount of sick leave which can be used.

Accrued sick leave may be used, with the approval of the Department Director, for any of the following purposes:

1. Mental health, illness, or off-duty injury to the employee.
2. Injury while on duty.
3. Illness of immediate family members requiring the presence of the employee. Immediate family members are as follows: spouses, children, parents and any other dependents of the employee.
4. Quarantine because of contagious disease. A certificate of quarantine from the attending physician must be presented to qualify under this provision.
5. Visits to hospitals, clinics, dentists, etc., for diagnosis or treatment of illness or injuries, examination, and related purposes.
6. Leave granted under FMLA.

If an employee has an extended illness or injury which exceeds the number of hours the employee has accrued as sick leave, the employee may use annual leave during that illness/injury.

The Department Director may require that an injured or sick employee take sick leave and absent themselves from their place of employment. The Department Director may require anyone on sick leave to stay home or at some other approved location, i.e., hospital.

The City may determine that sick leave requests fall under FMLA.

Amending the following subsections of Section 1507 * DRUG FREE WORKPLACE to eliminate pre-promotion/transfer drug testing as follows:

Section 1507 * DRUG FREE WORKPLACE
Drug and Alcohol Testing

In order to achieve a drug-free work place, employees shall be required to participate in tests for alcohol and/or illegal/illicit drugs under the circumstances outlined below. Any employee who refuses or fails to be tested when so required will be subject to the full range of disciplinary action up to and including termination. All testing of employees for illegal/illicit drug shall be done using the split sample method and all analysis shall be performed by a certified ARUP/NIDA/SAMSHA certified laboratory. The City shall arrange alcohol and/or drug testing in the following circumstances:

1. Reasonable Suspicion - Testing that occurs when a supervisor observes behavior or appearance that is characteristic of the use or abuse of alcohol, illegal/illicit drugs, and/or prescription drugs. The City reserves the right to require an employee to submit to a fitness for duty examination with a city-referred physician or substance abuse professional when there is reasonable suspicion that the employee is working under the influence of alcohol and/or drugs. Such examinations shall be conducted on City time and at City expense. Reasonable suspicion shall be based on specific objective facts and reasonable inferences, and shall be documented by the supervisor prior to testing and, whenever practical, the supervisor should seek the observations of at least one additional employee, preferably a supervisor. Factors which may constitute reasonable suspicion include, but are not limited to, slurred speech, red eyes, dilated pupils, incoherence, unsteadiness of feet, smell of alcohol, marijuana, or other controlled substance emanating from the employee's person, inability to carry on rational conversations, increased carelessness, erratic behavior, inability to perform on the job, or other unexplained behavioral changes. The Supervisor's Reasonable Suspicion and Post Accident Check Sheet (see Forms) should be used for documentation. Supervisors have a duty to act when they have reasonable suspicion that an employee has a drug or alcohol problem. Supervisors will coordinate reasonable suspicion testing with the City's Designated Agent, who will review the matter with the City Manager or City Attorney prior to testing.
2. Post-Accident – Drug and alcohol testing is required when an employee is involved in a preventable work related and reportable vehicle accident (which is defined in Section 41-6a-402 of the Utah Code, as an accident with property damage to an apparent extent of \$2,500.00 or more), a vehicle accident resulting in injuries or a vehicle accident which could possibly result in liability for the City. If the employee's department director or the director's designee determines that the accident is clearly non-preventable, then testing will not be required. Otherwise, testing shall be required of the driver and shall occur as soon as possible. The employee's supervisor shall notify the City Designated Agent as soon as possible after the accident to arrange for testing. If alcohol use is suspected, alcohol testing should be done within two (2) hours, but in no case after eight (8) hours. Drug testing should be done within 32 hours following the accident and in no case after 32 hours. If an employee leaves the scene of an accident before the required test is administered, or fails to remain readily available for testing, it may be deemed by the City that the employee has refused to submit for testing. Nothing in this policy

shall be construed to require the delay of necessary medical attention for injury following an accident or to prohibit a driver from leaving the scene of an accident for the time necessary to obtain assistance in responding to an accident, or to obtain necessary medical care.

For accidents involving the holder of a CDL license, FMCSA requires the driver to be tested for alcohol and controlled substance abuse, as soon as possible, if the accident resulted in a fatality or the driver received a citation for a moving traffic violation arising from the accident. FMCSA has set forth the following timetable for action:

Time Elapsed	Action to Take
2 Hours	If a driver has not submitted to an alcohol test at this time, the City should prepare and maintain on file a record stating the reason a test was not promptly administered.
8 Hours	Cease attempts to administer alcohol test. Prepare and maintain the record described above.
32 Hours	If the driver has not submitted to a controlled substance test at this time, the City shall cease attempts to administer the test and prepare and maintain the record described above.

- 3. Random - Required for:
 - a. Commercial Driver’s License (CDL) holders. (See "Commercial Driver’s License Holders" section below.)
 - b. Employees in safety sensitive positions. (See "Safety Sensitive Positions" section below.)

- 4. Return-to-Duty and Follow-up - Testing conducted:
 - a. When an employee returns to duty following voluntary drug and/or alcohol rehabilitation. (See "Voluntary Rehabilitation".)
 - b. Following other medical leave of absence.

Once notified of selection for testing, an employee must proceed to a collection site to accomplish the appropriate specimen collection. (See "Collection Procedures" below.) Employees who test positive shall be immediately suspended with pay until a pre-disciplinary hearing is held, and where found in violation of this policy, may have their employment with the City terminated. An employee who is denied promotion/transfer or is disciplined as a result of a confirmed positive test result

may appeal the action in accordance with Appeals/Grievance Procedures Policy #1802.

Passed this 15th day of September, 2020.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting "Aye"

City Council Members Voting "Nay"

RESOLUTION 20-33

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERCOUNTY AUTOMATIC AID AGREEMENT BETWEEN ROY CITY CORPORATION, OGDEN CITY CORPORATION, SOUTH OGDEN CITY CORPORATION, RIVERDALE CITY CORPORATION, WASHINGTON TERRACE CITY, NORTH VIEW FIRE DISTRICT, WEBER FIRE DISTRICT, SOUTH WEBER CITY CORPORATION, CLINTON CITY CORPORATION, LAYTON CITY CORPORATION, , KAYSVILLE CITY CORPORATION, SYRACUSE CITY CORPORATION, FARMINGTON CITY CORPORATION, NORTH DAVIS FIRE DISTRICT, AND SOUTH DAVIS METRO FIRE SERVICE AREA FOR FIRE AND EMERGENCY MEDICAL RESPONSE

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

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the Roy City Council has fully reviewed the Intercounty Fire Aid Agreement and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Intercounty Automatic Aid Fire Agreement hereto and incorporated by this reference as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this ____ day of _____, 2020.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:
Councilmember Jan Burrell _____
Councilmember Ann Jackson _____
Councilmember Bryon Saxton _____
Councilmember Joe Paul _____
Councilmember Diane Wilson _____

Inter-County Fire/EMS

Auto Aid Protocol

(Box Elder, Davis, Weber)

Weber County	Strike Team (Same Kind of Resources)		Task Force (Group of Single Resources)	
EMS	(6)	3 Ambulances (2 personnel each) A-1 A-66 A-31	(9)	1 Paramedic Rescue (2 personnel) 2 Ambulances (2 personnel each) 1 Engine (3 personnel) R-1 A-1 A-66 E-32
Structure Fire or Structural Interface	(9)	3 Engine (3 personnel each) L-81 E-2 L-31	(10)	1 Ladder(3 personnel) 1 Engine (3 personnel) 1 Rescue (2 personnel) 1 Ambulance (2 personnel) L-1 R-1 L-81 A-66
Wildland	(6)	3 Brush Trucks (2 personnel each) (Type 6) B-4 B-63 B-131 3A-26 Unit/Overhead	(9)	2 Brush Trucks (2 personnel each) 1 Engine (3 personnel) 1 Water Tender (2 personnel) B-4 L-4 B-63 WT-63 3A-26 Unit/Overhead
Definitions		Strike Team – Specified combination of the <u>same</u> kind and <u>type</u> of resources, with common communications, and a leader.		Task Force – Any <u>combination</u> of <u>single</u> resources assembled for a particular tactical need, with common communications and a leader. Either pre-established and sent to an incident or formed at an incident.

Discussion Points

- 1) We would use our existing Auto Aid Agreement for the basis of an Intra-County Agreement.
- 2) Terms of Agreement would address liability, worker’s compensation, no cost, short term ≤ 12 hours.
- 3) Once Strike Teams or Task Forces are dispatched, they will stage at 5600 S I-15 (south response) 2700 N I-15 (north response) I-84 Highway 89 (east response) prior to responding to scene collectively. All Teams/Forces will have leader assigned.
- 4) Only the units identified will be dispatched if they are in an available status. No replacement units will be dispatched.

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 either 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 part from the obligations created herein.

10. This Agreement shall become affective 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: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

**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

RESOLUTION 20-34

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN ROY CITY CORPORATION, WEBER FIRE DISTRICT AND RIVERDALE CITY CORPORATION FOR EMS FIRST RESPONDER SERVICES

WHEREAS, Utah Code Ann. §11-13-101 et. Seq., permits governmental entities to enter into cooperation agreements with each other; and

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

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, this agreement does not create an interlocal entity; and

WHEREAS, the Roy City Council has fully reviewed the Interlocal Agreement between Weber Fire District, Riverdale City and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement attached hereto and incorporated by this reference as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this ____ day of _____, 2020.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:

Councilmember Jan Burrell _____
Councilmember Ann Jackson _____
Councilmember Bryon Saxton _____
Councilmember Joe Paul _____
Councilmember Diane Wilson _____

INTERLOCAL EMS FIRST RESPONDER 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 **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, and **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah,

WITNESSETH

WHEREAS, the parties are desirous to enter an agreement to provide mutually agreed to EMS First-Responder services to each other’s jurisdictions; and

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

WHEREAS, the parties desire to cooperate with and assist the other for EMS First-Responder services to ensure a rapid response to such an incident; and

WHEREAS, the parties agree to provide such services as herein described; and

WHEREAS, this Agreement is intended to “enhance” but not replace the existing “Mutual Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. The areas to be served by this Agreement shall include pre-determined jurisdictional areas of Roy City, Riverdale City, and the cities of Hooper and West Haven, both within the jurisdictional boundaries of the Weber Fire District, and some unincorporated Weber County areas where Roy Fire or Riverdale fire can provide an agreed rapid EMS Response.
2. Each party agrees to respond to the other parties’ jurisdiction on an as needed and pre-determined basis to provide a closer response should the jurisdictional agency be unavailable to respond to a given medical incident within its jurisdiction.
3. Each party agrees to respond within each other’s jurisdiction with equipment and manpower based upon need as determined by the nature of the incident.
4. Each party agrees to respond in an apparatus licensed with the State of Utah as a Quick Response Vehicle (QRV), or other apparatus appropriately licensed and equipped to provide First Responder Medical by the State of Utah (that is an Ambulance or Rescue).
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. Each party agrees to develop a pre-determined response to facilitate this agreement and ensure that the Weber Area Dispatch Center 911 center computer aided dispatch system is updated to reflect these pre-determined responses.

7. 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.

8. Each party waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a consequence of a performance of this agreement.

9. All the privileges and immunities from liability which surround the activities of the fire service while in the performance of its functions within its own territorial limits shall apply to the activities of either party while providing EMS First Responder Services outside their respective territorial limits under this agreement.

10. The effect of the death or injury of any employee who is killed or injured outside territorial limits of their own jurisdiction while functioning pursuant to this agreement shall be the same as if he or she were killed or injured while functioning within their own territorial limits; and such death or injury shall be considered to be in the line of duty.

11. 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 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. No additional liability is intended to be created to or for the parties to this agreement.

12. 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.

13. 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.

14. This agreement shall be reviewed annually, but will have no fixed date of expiration; however, shall continue for not more than ten (10) years from the date of the execution hereof and the date of execution hereof and the date of effect of this agreement shall be the date upon which this agreement is executed by the last party hereto; however, each party reserves the right to cancel this agreement without cause prior to the expiration date by giving thirty (30) days' notice of such cancellation in writing to the other party.

15. 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 the 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.

16. 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.

17. 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.

ROY CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2020

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Roy City

RIVERDALE CITY,
A Municipal Corporation

Mayor

Dated this ___ day of _____, 2020

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Roy City

WEBER FIRE DISTRICT,
A Municipal Corporation

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

Board Chair

Dated this ____ day of _____, 2020