RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – JUNE 4, 2019

5:30 p.m. – Work Session *(City Council Conference Room)*
No motions or decisions will be considered during this session, which is open to the public.

6:00 p.m. – Council Meeting *(Council Chambers)*

A. Welcome & Roll Call

B. Pledge of Allegiance

C. Moment of Silence

D. Public Comment.
(This is an opportunity to address the City Council regarding your concerns or ideas. Please try to limit your comments to three minutes. No action will be taken during Public Comment.)

E. Presentations and Reports

1. Mayor's Report
   a. Council Committee Assignment Reports
2. Presentation/Discussion regarding a draft of an Interlocal Fire Service Agreement between Riverdale City and South Ogden City.

F. Consent Items

1. Consideration to approve meeting minutes from:
   May 21, 2019 City Council Work Session
   May 21, 2019 City Council Regular Session

G. Action Items

1. Consideration to adopt **Resolution 2019-11**, a Professional Services Agreement between Riverdale City and Dr. Benjamin L. Sill.
   Presenter: Jared Sholly, Fire Chief
2. Consideration to adopt **Resolution 2019-12,** renewal of an Agreement between Riverdale City and Robinson Waste Services for solid waste collection.
   Presenter: Shawn Douglas, Public Works Director

H. Discretionary Items

I. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting. C**ertificate of Posting**
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 31st day of May, 2019 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at http://www.riverdalecity.com/ 3) the Public Notice Website: http://www.utah.gov/pmn/index.html and 4) the Standard-Examiner via email.
Jackie Manning
City Recorder

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVERDALE AND SOUTH OGDEN CITY TO STRENGTHEN AND ENHANCE FIRE/EMS AND RESCUE SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2019, pursuant to UCA 10-13-2, Interlocal Cooperation Act, by and between the CITY OF RIVERDALE a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "Riverdale") and SOUTH OGDEN CITY, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter "South Ogden"). In this Agreement Riverdale and South Ogden hereinafter also collectively referred to as the "Cities".

R E C I T A L S:

Whereas, Riverdale and South Ogden currently provide fire, Emergency Medical Services (EMS) and emergency rescue services, including ambulance transport within their respective jurisdictional boundaries; and,

Whereas, the Cities desire and propose to share a common boundary of fire and emergency medical services. As such, the Cities are authorized under the provisions of Utah Code Annotated Title 11, Chapter 13 Utah Code for Interlocal Cooperation Act, Public Agencies Joint Exercise of Powers to work with each other to establish and to enhance fire protection, education, suppression, emergency preparedness, and emergency medical care services for the citizens within their joined or shared boundaries. The purpose of this agreement is to set out terms of such service. The Cities desire to improve the service within their respective boundaries and believe this Interlocal Agreement will be most efficiently furnished by establishing services on a joint use basis in the manner herein afforded; and,

Whereas, the Cities have cooperated historically in the delivery of Fire and rescue services, EMS, and Medical Transport Services for many years; and,

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Whereas, the Cities have engaged in a cooperative evaluation of a trial Interlocal Agreement for said services not to exceed one year from the date of this agreement and have determined that the joint use of services will contribute to enhanced levels of service for the same or lower costs; and,

Whereas, the Cities desire to formalize a 1-year trial service enhancement with a formal review via this Interlocal agreement to provide for the delivery of Fire, EMS and to continue the identified service enhancements which include:

a. Increasing the daily personnel staffing at the South Ogden station #81;
b. Addition of staffed ambulance to Cities;
c. Improved medical response for second and third-in ambulance(s);
d. Decreasing medical and fire response to northeastern and eastern Riverdale City boundary area(s);
e. Consideration of joint fire inspection and prevention programs for the Cities;
f. Continued fire and EMS response within auto-aid system of Weber County;
g. Joint personnel improvement with retention and recruitment, personnel development, specialized training, call variation and promotion of fire and medical personnel;
h. Disaster and large scale response improvement; and,

Whereas, Riverdale City and South Ogden City are interested in an agreement to enhance and deliver more efficient Fire and EMS service response; and,

Whereas, the Cities believe that the delivery of Fire, EMS, and Medical Transport Services will allow them to more efficiently and effectively plan the future delivery of Fire, EMS, and Medical Transport Services to both communities.

NOW, THERFORE, in consideration of the promises, the mutual covenants and undertakings of the Cities, the receipt and sufficiency of which are hereby acknowledged, and in compliance with and pursuant to the provisions of the Utah Interlocal Cooperation Act, the Cities hereby agree as follows:

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Agreement:

1. Riverdale City and South Ogden City hereby agree to utilize a 24-hour part-time firefighter shift from Riverdale to be housed at South Ogden City Station #81. This shift to be staffed thru Riverdale City Fire personnel.
2. The Cities agree to create a new 12-hour part-time shift to be jointly staffed by respective and available firefighter personnel pool(s) to be housed at the Riverdale Fire Station #41. Cost of this part-time position to be divided 20% to Riverdale and remaining 80% of cost to South Ogden City and invoiced annually by Riverdale City. The cost is based on the average wage of personnel filling said position which equitably allocates the cost of the service. The formula shall be recomputed based on changes in payroll from time to time as agreed by the Cities.
3. South Ogden City will operate with five fire fighter personnel from Station #81 at all times.
4. Riverdale City will operate a minimum of three fire-fighter personnel from 8:00 hours to 20:00 hours. The 12-hour part-time shift position will be used to cover Riverdale City during the high call volume hours.
5. The Cities agree to manage and coordinate dispatch of "closest" response unit to the emergency call or need as presented by dispatch to point of location. The boundary areas of nearest responding unit and areas of service to be determined by the respective Fire Chiefs serving the Cities and coordinated thru Weber County Dispatch.
6. Emergency Medical Services of the Cities shall provide professional ambulance transport services within the joined service area of the respective Cities. Revenues generated from the call(s) shall be retained by the City providing the transport service irrespective of the call location, EMS service provider, or point of service.
7. The Cities shall provide fire response and fire prevention within the geographic area of the two Cities and beyond the particular area if requested by Utah Wildland Fire Service or pursuant to existing Mutual Aid Agreement(s) or other agreements as now constituted.

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8. The Cities shall work conjunctively to provide other miscellaneous Fire, EMS and licensed services. These may include: Fire cause determination, Fire inspection of occupancies, Medical transporting, Public education, Fire prevention, and Heavy-rescue services.
9. Personnel, supplies, and equipment necessary to administratively support the Fire/EMS service delivery may be administered jointly such as command staff, human resources, communications, financial services, media or public information services, and dispatch records.
10. Training of personnel, supplies, and equipment to support adequate training as determined by the respective City Fire Chiefs shall mutually benefit the development of Fire/EMS services. Training opportunities shall be managed to the benefit of the Riverdale and South Ogden Fire department personnel.
11. Personnel shall remain under their respective compensation and benefits administered thru policies currently in place for the corresponding employer or hiring authority.
12. This agreement shall be reviewed by Riverdale City and South Ogden City elected officials in conjunction with input and oversight of the City's Fire Chief(s) and City Administrative staff one-year from the date of implementation of this agreement. The review shall be used to determine whether the mutual benefits contemplated by the creation of this Agreement are being met to warrant the continuation of this Agreement or, if the Agreement may warrant certain amendments/revisions or if either party determines it would prefer termination of this Agreement.
13. Indemnification. The Cities are governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. 63-G-7-101, et seq.) (the "Immunity Act"). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Cities do not waive any defenses otherwise available under the Immunity Act, nor does either City waive any limits of Liability currently provided by the Immunity Act. Each City shall

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indemnify and hold harmless each respective City (including their respective elected and appointed officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising from the fire/rescue or EMS services provided, or to be provided, by each respective City or party to this agreement. Similarly, each City shall defend, indemnify, save, and hold harmless the other City from and against any and all demands, liabilities, clams, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and costs of suit) relating to or arising from the actions or failure to act of the City, except to the extent where such demands, claims, actions or proceedings may result from the negligence or misconduct of their respective elected or appointed officers or employees.

14. Term. This agreement is effective for one year upon execution, and can be terminated upon written notice 60-days prior to the end of the fiscal year (June 30th) of any year. Said termination may be from either City.
15. The Cities shall comply with all applicable state, federal and local laws in carrying out the terms of this agreement.
16. No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, signed, by both Cities.
17. This Agreement is and shall be deemed jointly drafted and written by both Cities and shall not be construed or interpreted against the City originating or preparing it.
18. This Agreement shall be interpreted in accordance with the laws of the State of Utah in effect on the date of execution of this Agreement.
19. This Agreement shall be submitted to the authorized attorneys for each of the Cities for approval in accordance with Utah Code Ann. 11-13-202.

IN WITNESS WHEREOF, each of the Cities, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder.

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SOUTH OGDEN CITY

_____

Mayor Russell L. Porter

ATTEST:

_____

South Ogden City Recorder

RIVERDALE CITY

_____

Mayor Norm Searle

ATTEST:

_____

Riverdale City Recorder

Approved to Form:

_____

South Ogden City Attorney

Approved to Form:

_____

Riverdale City Attorney

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RIVERDALE CITY
CITY COUNCIL AGENDA
June 4, 2019

AGENDA ITEM: F

SUBJECT: Consideration to approve meeting minutes.

PRESENTER: Jackie Manning, City Recorder

INFORMATION: a. May 21, 2019 City Council Work Session

b. May 21, 2019 City Council Regular Meeting

BACK TO AGENDA

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday, May 21, 2019, at 5:30 p.m., at the Civic Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:	City Council:	Norm Searle, Mayor Braden Mitchell, Councilmember Brent Ellis, Councilmember Alan Arnold, Councilmember Cody Hansen, Councilmember Bart Stevens, Councilmember
	City Employees:	Rodger Worthen, City Administrator Jackie Manning, City Recorder
	Excused:	Steve Brooks, City Attorney Mike Eggett, Community Development

The City Council Work Session meeting began at 5:30 p.m. Mayor Searle welcomed all in attendance. It was noted Steve Brooks, the City Attorney, and Mike Eggett, the Community Development Director was excused from tonight's meeting.

Public Comment:

Mayor Searle informed the council there may be someone present from the Shady Homeowner's Association (HOA) to discuss concerns regarding water drainage issues within their development. Representatives of the HOA have been in contact with city staff regarding this same matter. It was noted it was private property. There was a brief discussion regarding governmental roles with regards to private property.

Presentations and Reports:

Councilmember Stevens asked for an update regarding the active landslide within Riverdale City. Rodger Worthen, the City Administrator, noted it was still active and explained there is an open law suit against the city from the property owners above and below the landslide. There was a brief discussion regarding the potential removal of the homes located at the top of the landslide and it was noted the mortgage companies ceased pursuing that option once they found out about the lawsuit.

Consent Items:

Mayor Searle invited any corrections or comments for the work session and regular meeting minutes for the City Council Meetings held on May 7, 2019. There were no requested changes.

Action Items:

Mayor Searle invited discussion regarding the first action item, consideration of Resolution 2019-10, the Annual Municipal Waste Water Report. Shawn Douglas, the Public Works Director, summarized the executive summary and invited questions.

There was a brief discussion regarding sewer systems with an emphasis on how sub-pumps impact the sewer flow.

Mayor Searle invited discussion regarding the second action item a and item b: a. consideration to approve the Final Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, approximately 5187 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford; and b. consideration to approve the Development Agreement for the Riverdale Business Park Phase 2. Mr. Worthen summarized the executive summary and invited questions. It was noted item a and item b will have separate motions.

Mr. Worthen discussed a concern as expressed by the Community Development Director, Mike Eggett, with regard to the gymnasium listed on the developer's agreement. Mr. Eggett felt that parking in that area would be difficult to accommodate for a gymnasium. There was a discussion regarding whether to strike gymnasium from the developer's agreement.

Councilmember Arnold discussed the existing business park that was previously requested and approved by this applicant, Mike Ford, and noted a concern regarding violations to that developer's agreement, such as overnight parking. It was noted each business park has a business association, who is supposed to be overseeing the businesses within the development to ensure they are following the developer's agreement.

Mr. Worthen noted storm drain requirements would be recorded with the plat for this amended subdivision.

Discretionary Items:

There were no discretionary items for this meeting.

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Adjournment:

Having no further business to discuss the City Council adjourned at 5:59 p.m. to convene into their Regular City Council Meeting.

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Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, May 21, 2019, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:	City Council:	Norm Searle, Mayor
		Braden Mitchell, Councilmember
		Brent Ellis, Councilmember
		Alan Arnold, Councilmember
		Cody Hansen, Councilmember
		Bart Stevens, Councilmember
	City Employees:	Rodger Worthen, City Administrator
		Shawn Douglas, Public Works Director
		Jared Sholly, Fire Chief
		Jackie Manning, City Recorder
	Excused:	Steve Brooks, City Attorney
		Mike Eggett, Community Development
	Visitors:	Mike Ford Susette Demar

A. Welcome & Roll Call

The City Council meeting began at 6:03 p.m. Mayor Searle called the meeting to order and welcomed all in attendance, including all Council Members and all members of the public. Steve Brooks, the City Attorney, and Mike Eggett, the Community Development Director, were both excused from this meeting.

B. Pledge of Allegiance

Mayor Searle invited Councilmember Stevens to lead the Pledge of Allegiance.

C. Moment of Silence

Mayor Searle called for a moment of silence and asked everyone to remember our police officers, fire fighters, U.S. Military service members, and members of the City Council as they make decisions this evening.

D. Public Comment

Mayor Searle invited any member of the public with questions or concerns to address the Council and asked that they keep their comments to approximately three minutes. No action will be taken during public comment. There were no public comments.

E. Presentations and Reports

1. Mayors Report

Mayor Searle discussed the success of the recent ribbon cutting for Americarpets.

Mayor Searle informed the council of the upcoming Taxing Entity Committee (TEC) meeting which will be Thursday, 10:00 a.m. at the Riverdale Community Center. The purpose of the meeting will be to request an extension for the trigger date of the West Bench Redevelopment Area.

Mayor Searle reminded the council and public of the upcoming Memorial Day Ceremony that will take place on Monday at 9:00 a.m. It will begin by raising a flag in honor of all those who have lost their lives serving our country.

2. City Administration Report

Rodger Worthen, City Administrator, summarized the administration report which outlines staff anniversaries, full time employee (fte) allocation, community development (i.e. new businesses coming into the community or existing business remodels), individual staff monthly progress reports, and the condition of the treasury.

Mr. Worthen noted the efforts of Cody Cardon, the Business Administrator, with regard to preparing the annual budget.

Councilmember Stevens asked if there was a new business to fill the recently closed Shopko business, and Mr. Worthen stated not at this time.

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Mr. Worthen recognized employee Jake Peterson for his 5 years of service. Mr. Peterson will receive a certificate for years of service.

There was a brief discussion regarding an article that was in the Standard Examiner that announced a new Asian restaurant may be coming to Riverdale.

F. Consent Items

1. Consideration to approve the City Council meeting minutes from: Work Session and May 7, 2019 Regular Session.

Mayor Searle invited any corrections or comments regarding the above referenced meeting minutes. There were no requested changes for these minutes.

MOTION: Councilmember Mitchell moved to approve the consent items as proposed. Councilmember Ellis seconded the motion. There was not any discussion regarding this motion. The motion passed unanimously in favor.

G. Action Items

1. Consideration of Resolution 2019-10, the Annual Municipal Waste Water Report.

Shawn Douglas, the Public Works Director, summarized the executive summary which explained:

The Municipal Waste Water Planning Program is required by the State Division of Water Quality. Mr. Douglas completed the report as required by the Division of Water Quality. Riverdale City's sewer system is in good condition and the maintenance program that is in place keeps it functioning well. During the last year there were no waste water backups or overflows. Mr. Douglas recommended approval of this item. There was no discussion regarding this item.

MOTION: Councilmember Arnold moved to approve Resolution 2019-10, the Annual Municipal Waste Water Report. Councilmember Mitchell seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilmembers Ellis, Mitchell, Arnold, Hansen and Stevens all voted in favor of the motion.

2. a. Consideration to approve the Final Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, approximately 5187 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford.

Rodger Worthen, the City Administrator, summarized the executive summary which explained:

Mike Ford, as represented by Reeve and Associates (project engineer), has applied for a Preliminary Site Plan and Amended Subdivision Plat/Condominium Plat review of a new retail business and warehousing condominium building project located at approximately 5187 South 1500 West, to be known as Riverdale Business Park Phase 2. On April 23, 2019, the Planning Commission reviewed the Final Site Plan and Amended Plats for the Riverdale Business Park Phase 2 project and provided a favorable recommendation to City Council for approval of the Site Plan and Amended Plats for this project, with the understanding that the applicant resolve all outstanding staff concerns. Staff concerns have been resolved by the applicant's engineering firm and this matter is now before the City Council.

This parcel is zoned in the Planned Regional Commercial (CP-3) zone and, therefore, is required to work through a development agreement and development plan review process with the City Council (which is a second consideration item on the agenda for this project). This site plan is being proposed for development on property that is adjacent to a daycare/arts academy, a vacant parcel, across from similar retail business buildings, and across from a professional engineering office. The property is currently owned by Riverdale Business Park, LLC. A public hearing is not required to consider this Site Plan proposal. On April 29, 2019, the Design Review Committee reviewed the exterior materials, color palette, landscaping plan, and signage concepts and, thereafter, provided a favorable approval for the overall aesthetic design of the building and site.

If final approval is provided, then the applicant could move forward in securing the escrow and recording the plats, before later starting on the project.

Title 10 Ordinance Guidelines (Code Reference)
This Preliminary Site Plan and Subdivision Plat review is regulated under City Code 10-21 "Subdivisions", 10-25 "Development in All Zones", and is affected by City Codes 10-10b "Planned Regional Commercial Zones (CP-3), 10-14

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"Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", and 10-16 "Sign Regulations".

The proposed development parcel is located along 1500 West and west of 5175 South on property currently owned by Riverdale Business Park, LLC. The property is located in a CP-3 zoned area and the requested use of retail business and warehousing is established by approval of a Development Agreement and Plan for all uses in this zone.

Attached with this executive summary is a document entitled "Final Site Plan and Subdivision Amendment Review – Riverdale Business Park Phase 2"; this is a supplementary document addressing items on the Preliminary Site Plan application document. Also attached, following this executive summary, are comments from the Public Works Director, the Police Chief, the Fire Chief, City Administrator, and contracted City Engineer. The Development Agreement draft document has also been provided to the City Attorney for his review and potential commentary regarding the draft agreement document. The City Council should discuss any concerns raised by these summaries.

Staff would encourage the City Council to review this matter and then discuss with the petitioner concerns raised by staff and/or the Council. If final approval is provided, then the applicant could move forward in securing the escrow and recording the plats, before later starting on the project.

General Plan Guidance (Section Reference)
The General Plan use for this area is currently set as "Commercial/Office/Business Park" and this proposed project would comply with this land use.

Mike Ford, the applicant, invited questions from the Council. Councilmember Stevens asked if there were any known tenants. Mr. Ford confirmed New City HVAC will be moving to this new location, as well as an appliance repair business, and a subcontractor.

There was a discussion regarding previously approved business park phase 1, to which Mr. Ford was the former owner of, with regard to the tenants of that establishment not following the rules established within the developers agreement. Councilmember Arnold noted in the phase 1 agreement it specifically states there is no over-night parking allowed, but the tenants haven't been following that rule. He asked who ensured the tenants followed the developers agreement. Mr. Ford explained the business park has a business association similar to a homeowners association, wherein there is an elected president to oversee the rules are being followed. Councilmember Arnold expressed concern regarding this new business park phase 2, emphasizing how Mr. Ford would be able to ensure this developers agreement was being followed, when the first phase is not. Mr. Ford explained he is not the business association president for phase 1, but he would be involved in phase 2 business association, so he could ensure the rules were being followed.

Councilmember Mitchell asked if auto repair shops were allowed and Mr. Ford stated they weren't allowed in that specific zone.

There was a discussion regarding the developers agreement with regard to what happens to the developers agreement when the businesses who were apart of the business association relocate. Mr. Ford explained the developers agreement is recorded with the title, and if a business owner relocates a new election is held for the president position of the business association. Mr. Worthen discussed the option of exploring enforcement through code enforcement if the business tenants did not follow the developers agreement that was approved by the city.

There was a brief discussion regarding parking within that area, with an emphasis on congestion. It was noted because it is a public street there would not be a way to restrict parking along the road.

There was a discussion regarding whether the business use of a gymnasium should be removed from the developers agreement for phase 2, because there may not be enough parking to support that type of use. This was a concern expressed by Mike Eggett, the Community Development Director, relayed by Mr. Worthen. It was noted that a gymnasium business is allowed within the CP-3 zone. Councilmember Arnold questioned whether they could remove the gymnasium use from the developers agreement if it is allowed within that zone by city ordinance.

MOTION: Councilmember Hansen moved to approve the Final Site Plan and Amended subdivision/Condominium Plat for Riverdale Business Park Phase 2, approximately 5187 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford. Councilmember Ellis seconded the motion.

Mayor Searle invited discussion regarding the motion. Councilmember Arnold felt this item should not be voted upon until the city ordinance is updated to remove gymnasium as a permitted use in a CP-3 zone. Mr. Worthen discussed the option of just removing the gymnasium use from the developers agreement and keeping the ordinance as is. Mr. Worthen further explained Mr. Eggett didn't recommend removing it from the CP-3 Zone, but rather for this specific development he didn't feel a gymnasium would be feasible due to lack of parking. Councilmember Hansen clarified this motion is specific only to the site plan, not the development agreement.

ROLL CALL VOTE: Councilmembers Mitchell, Ellis, Stevens, and Hansen voted in favor of the

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motion.
Councilmember Arnold voted in opposition of the motion. The motion carried with a majority vote.

b. Consideration to approve the Development Agreement for the Riverdale Business Park Phase 2.

Mr. Worthen noted item b is in conjunction with item a. Mr. Worthen stated he felt the gymnasium use could be removed from the development agreement because the uses are individual to the agreement. Councilmember Hansen asked Mr. Ford if he would be agreeable to removing that business use from the agreement. Mr. Ford agreed to have gymnasium removed from the agreement.

MOTION: Councilmember Hansen moved to approve the Development Agreement for the Riverdale Business Park Phase 2, with the requested change that "gymnasium" be removed from the developers agreement. Councilmember Mitchell seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilmembers Ellis, Mitchell, Hansen and Stevens all voted in favor.
Councilmember Arnold voted in opposition of the motion.
The motion carried with a majority vote.

H. Discretionary Items

Councilmember Arnold stated he was approached by a resident with concerns about noise near the off ramp along I-15. The resident asked Councilmember Arnold to contact the Utah Department of Transportation (UDOT) for the purpose of requesting a noise wall for that area. There was a brief discussion regarding UDOT's requirements, with an emphasis on required studies. Mr. Douglas informed the Council that the previous Community Development Director, Randy Daily, had contacted UDOT in the past with no success in getting a noise wall.

Mayor Searle explained UDOT is exploring the option of widening South Weber Drive to allow for road improvements to support and promote better active transportation. There was a brief discussion regarding time frames for repaving roads.

There was a discussion regarding the intersection of 900 West and Riverdale Road. Mr. Douglas discussed the current planned improvements such as UDOT relocating the cross walk. There was a discussion regarding other improvements that may also improve the traffic congestion, such as widening the turn lane, restriping and configuring the area near the Maverik and Walmart egress onto 900 West. Councilmember Mitchell discussed the option of shaving a portion of sidewalk that sticks out into the road, and Mr. Douglas stated he is in the process of getting bids for that option. It was noted this would impact the storm drain, so it was unknown if this option is feasible at this time.

There was a discussion regarding potential bus stop relocations. Mr. Worthen has been in conversation with the Utah Transit Authority (UTA) and noted it has been difficult getting property owners to cooperate with these proposed relocations.

Councilmember Stevens thanked the public works department for their hard work in making the parks ready for summer.

There was a discussion regarding the Coleman Farms Subdivision with an emphasis on homes that are built and currently unsold. Mr. Worthen discussed the open building permits for that area and explained situations where buyers back out after the home has been built.

I. Adjournment.

MOTION: Having no further business to discuss, Councilmember Mitchell made a motion to adjourn. The motion was seconded by Councilmember Ellis; all voted in favor. The meeting was adjourned at 6:55 p.m.

_____ _____
Norm Searle, Mayor Jackie Manning, City Recorder

Date Approved: June 4, 2019

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RIVERDALE CITY
CITY COUNCIL AGENDA
June 4, 2019

AGENDA ITEM: G1

SUBJECT:	Consideration of Resolution 2019-11, a Professional Services Agreement between Riverdale City and Dr. Benjamin L. Sill.
PRESENTER:	Jared Sholly, Fire Chief
ACTION REQUESTED:	Consideration to approve
INFORMATION:	a. Executive Summary – (will be available on Monday)
	b. Resolution 2019-11
	c. Exhibit A

BACK TO AGENDA

RESOLUTION NO. 2019-11

A RESOLUTION OF RIVERDALE CITY APPROVING A NEW CONTRACT BETWEEN RIVERDALE CITY AND DR. BENJAMIN L. SILL, TO SERVE AS MEDICAL DIRECTION/ADVISOR TO THE RIVERDALE CITY FIRE DEPARTMENT (EMS SERVICES); AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to provide medical direction, as required by the State of Utah, for the Riverdale City Fire/EMS Department; and

WHEREAS, the parties desire to enter into a new contract between Riverdale City and Dr. Benjamin L. Sill, providing for medical direction to Fire Department; and

WHEREAS, the City Council of Riverdale City, Utah has reviewed the attached Agreement between Riverdale City and Dr. Sill and agrees to all the terms and conditions contained therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE RIVERDALE CITY, UTAH:

Section 1: That the City Council of Riverdale City does hereby approve the new contract between Riverdale City and Dr. Benjamin L. Sill, attached hereto as Exhibit A.

Section 2: That the Council hereby authorizes the Mayor, or his designee, to execute the appropriate and necessary documents.

Section 3: This Resolution shall become effective immediately upon its passage.

RESOLVED AND ADOPTED by the City Council of Riverdale City, Utah, on the 4th day of June, 2019.

_____

Norm Searle
Mayor, Riverdale City

Attest:

_____

Jackie Manning
City Recorder

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2019, by and between **Riverdale CITY CORPORATION,** a municipal corporation of the State of Utah, hereinafter "City," and **Dr. Benjamin L Sill,** hereinafter "Contractor".

W I T N E S S E T H:

WHEREAS, Riverdale City Fire Department will be providing EMT Basic and Advanced EMT service for Riverdale City and the adjacent geographical service area as listed on Riverdale City Fire Department's Utah Department of Health 2914 L Intermediate Ground Ambulance license. The Weber Area Dispatch 911 and Emergency Services District will be providing emergency medical dispatch service for Riverdale City, hereinafter collectively referred to as the Emergency Medical Services (EMS) Program; and

WHEREAS, the city is required to have an EMS Physician Advisor when providing these services; and

WHEREAS, the Contractor has a working knowledge of the Emergency Medical Services (EMS) systems in the State of Utah; and is proficient in and familiar with the skills and knowledge of the Basic and Advanced EMT certified personnel, and is an advocate of pre-hospital medical assessment/treatment under appropriate protocols;

NOW THEREFORE, it is hereby agreed as follows:

1. <u>Performance of Services.</u> City hereby agrees to engage Contractor as a Physician advisor to the Riverdale City Fire and Rescue Departments basic EMT and Advanced EMT programs, and Contractor hereby agrees to provide the services as set forth in Exhibit "A," and incorporated herein by reference. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

2. <u>Time of Performance.</u> This Agreement shall be effective from date of signing until July 1, 2020, unless otherwise terminated as hereinafter provided.

3. <u>Compensation.</u> The compensation for services provided under this agreement shall be $7000.00 per fiscal year.

4. <u>Termination of Agreement for Cause.</u> If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the

right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. Termination for Convenience. The City or Contractor may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by City as provided herein, City shall pay Contractor a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

6. Non-assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.

7. Interest of Contractor. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

8. Insurance requirements. Contractor shall procure and maintain for the duration of the contract Medical Malpractice Insurance in amounts not less than $1,000,000.00 per occurrence and $3,000,000 aggregate.

Insurance is to be placed with insurers acceptable to and approved by the City. Contractors insurer must be authorized to do business in Utah at the time the contract is executed (and throughout the time period the contract is maintained), unless otherwise agreed in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

Limits of liability amounts must meet contract requirements before contract is initiated.

The City, and its elected officials, officers, employees, agents and volunteers are to be named as additional insureds with primary coverage and not contributing.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City Recorders Office before work commences.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.

Contractors insurance shall be primary insurance and any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of Contractors insurance and shall not contribute with it.

9. Indemnification. Contractor agrees to indemnify, save harmless and defend City and its elected officials, agents, officers, employees, and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractors performance or failure to perform this agreement.

10. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Riverdale City Recorder
4600 So. Weber River Drive
Riverdale, Utah 84405

Contractor: Dr. Benjamin Sill
6011 Roundup Court
Mountain Green, Utah 84050

12. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Workers Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent Contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Workers Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

13. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

14. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

15. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

16. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. Modifications. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18. Disputes. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of the Agreement shall be decided through alternative dispute resolution. The method of alternative dispute resolution shall be mutually agreeable to

both the insurance carriers of the City and Contractor. Should it be determined that a mutually agreed method cannot be found, and a resolution must be obtained through formal court hearings, then it is agreed that the prevailing party shall be entitled to recover his costs, expenses and reasonable attorney's fees.

19. <u>Governing Law.</u> This Agreement, its terms and conditions, shall be governed by Utah law.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

ATTEST:

_____

Recorder

RIVERDALE CITY CORPORATION

_____

Norm Searle- Mayor

Contractor:

_____

Benjamin Sill

EXHIBIT "A"
PERFORMANCE OF SERVICES

1. The Physician Advisor shall meet the requirements of the State of Utah Bureau of Emergency Medical Services Medical Director certification.
2. The Physician Advisor hereby agrees to devote an average of 4 hours a month, in acting as the Physician Advisor to the Riverdale City Fire Department Basic EMT and Advanced EMT program. Time worked shall be considered any hours spent on or off site related to the Riverdale City Fire Department Basic and Advanced EMT program. This may include: meetings, instruction, research, verbal/written correspondence, case reviews, or field evaluations. If the Physician Advisor does not, or is otherwise unable to devote such time over a period of time, the contract amount set forth in Paragraph 2 may be proportionately reduced. Any such reduction must be agreed upon by the parties based upon good faith negotiations.
3. The Physician Advisor shall be responsible for the Basic EMT and Advanced EMT programs continuing education in accordance with State in-service training requirements. The Physician Advisor will coordinate the delivery of training through the Riverdale City Fire Department Medical Team.

    a. To meet the continuing medical education requirement the Physician Advisor shall oversee and shall provide or direct two hours of in-service training twice yearly. The Physician Advisor shall assist in the training of the Basic EMT and Advanced EMT program's personnel by conducting training programs and seminars necessary to satisfy these requirements.
    b. The Physician Advisor shall conduct or direct a "Quarterly Case Review" to discuss specific patient care with the programs Basic EMT and Advanced EMT personnel. Case reviews may be conducted more frequently as the Physician Advisor determines necessary.
    c. The Physician Advisor shall determine Medical Priority Dispatch Protocols for Basic EMT's and Advanced EMT's. This shall occur with representatives from both Riverdale City Fire Department and the Weber 911 District.
    d. The Physician Advisor shall be responsible for providing information and recommendation necessary in resolving problems/discrepancies that may arise with any patient care provided by Riverdale City Fire Department Basic EMT and Advanced EMT personnel.
    e. The Physician Advisor shall become familiar with EMS rules and procedures, and update and provide input for the Riverdale City Fire Department Basic EMT and Advanced EMT program's standing orders/protocols develop and review treatment protocols, assess field performance, critique operations for the Riverdale City Fire Department Basic EMT and Advanced EMT program. Approve the use of all equipment and medications according to the State rules applicable to the service level.

f. The Physician Advisor shall attend and be a voting member of the Weber/Morgan EMS Committee, which meets to discuss pertinent local issues in emergency medical services in Weber and Morgan Counties. The Physician Advisor shall appear as Riverdale City Fire Department's Physician Advisor at other emergency medical services meetings as agreed upon.
g. The Physician Advisor shall maintain a working relationship with the personnel of the Riverdale City Fire Department's Basic EMT and Advanced EMT program and be able and willing to implement programs and techniques as the Physician Advisor determines necessary for the progression of the EMS service in Riverdale City.
h. The Physician Advisor shall be available to spend time in the pre-hospital setting, responding on emergencies with Riverdale City Fire Department Basic EMT and Advanced EMT personnel, to observe actual performance, skill level, and overall general patient care.
i. The Physician Advisor, having a contractual agreement with Riverdale City, shall provide information, critiques, program recommendations, and developments, etc., in a confidential manner and shall maintain the necessary professionalism mandated by the position. Being such, the Physician Advisor shall not enter into other contracts or agreements as Physician Advisor with any other EMS provider at any level of certification wherein a potential conflict of interest may exist.
j. The Physician Advisor shall provide a written evaluation for each certified Basic EMT and Advanced EMT by a licensed provider, concerning the Basic EMT or Advanced EMT's competency, skill level, knowledge, attitude, and general patient care, etc., for eligibility for recertification.

RIVERDALE CITY
CITY COUNCIL AGENDA
June 4, 2019

AGENDA ITEM: G2

SUBJECT: Consideration of Resolution 2019-12, renewal of an Agreement between Riverdale City and Robinson Waste Services for solid waste collection.

PRESENTER: Jared Sholly, Fire Chief

ACTION REQUESTED: Consideration to approve

INFORMATION:

a. Executive Summary

b. Resolution 2019-12

c. Attachment A

BACK TO AGENDA

City Council Executive Summary

For the Council meeting on:	Petitioner:
June 4, 2019	Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of Contract Renewal with Robinson Waste.

Summary of Supporting Facts & Options

Robinson Waste currently provides Garbage and Recycling for residences in Riverdale. They also provide the spring and fall cleanup. The curb side spring and fall cleanup has been well received by the residents. They also provide us with emergency services when we have a need for it. They are always more than willing to provide additional services. The proposed rates include increases based on the increased rates charged by Weber County. The rates are 1st can $10.27, additional cans $2.52 each and recycle cans $2.60. Due to the unpredictable nature of recycling at this time the city will continue to pay the tipping fee for the actual tonnage of recycle material delivered to the disposal facility. I believe they provide us with excellent service and would recommend approval.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Rodger Worthen,
City Administrator

RESOLUTION NO. 2019-12

A RESOLUTION AUTHORIZING A RENEWAL OF AN AGREEMENT WITH ROBINSON WASTE SERVICES FOR SOLID WASTE COLLECTION WITHIN RIVERDALE CITY.

WHEREAS, the City Council of Riverdale has previously entered into an agreement with Robinson Waste Services, providing for refuse collection within the City of Riverdale; and

WHEREAS, in the previous agreement Riverdale opted to allow for annual renewals upon the agreement of both parties; and

WHEREAS, the City of Riverdale has received few, if any, complaints concerning the service over the past year and are generally very pleased with the work performed by Robinson Waste Services and Robinson Waste has agreed to continue providing such service; and

WHEREAS, the Council finds that it is in the best interest of the City and will promote the health, safety and general welfare of the community and now desires to renew the Solid Waste Agreement for an additional term with Robinson Waste Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Riverdale that the agreement as set forth in Attachment "A" is hereby renewed for an additional term.

Passed the ____ day of June, 2019.

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

_____
Jackie Manning

Attachment A

RIVERDALE CITY GARBAGE SERVICES CONTRACT

IT IS HEREBY AGREED by and between RIVERDALE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City," and ROBINSON WASTE SERVICES, hereinafter referred to as "The Contractor," as follows:

1. The Contactor hereby agrees to furnish, during the term of this contract, sufficient automated trucks, equipment, and employees to empty automated refuse collection containers and dispose of all normal household garbage and similar refuse, including yard clippings, grass, leaves, tree branches and Christmas trees on residential premises, but not including trailer courts and apartment houses with six or more units, within the City of Riverdale.

2. The Contractor shall collect and dispose of refuse for each residence once each week on a day or days approved by the City. The day of collection may be changed by the Contractor only upon approval by the Mayor or his designee and after written notice to the citizens by the Contractor. All trucks used by the Contractor shall be capable of emptying automated refuse-collection containers, and shall be modern, leak-proof, sanitary, and suitable for the purpose for which used.

3. The Contractor shall pay the wages of all its employees, and shall bear all expenses of maintenance of equipment, and shall maintain $1,000,000 liability insurance, worker's compensation insurance, and any other proper or necessary insurance. The Contractor shall provide proof of such insurance to the City listing the City as a named insured.

4. The City shall not have supervision nor control over the actual operation of Contractor's business other than to require that Contractor faithfully comply with the provisions of this contract and of all applicable ordinances of the City.

5. The Contractor shall comply with all laws of the State of Utah and Ordinances of the City and regulations of the Board of Health which pertain to this activity and his obligation hereunder, including license ordinances of this City.

6. During the term of this Agreement, the City will not contract with any other party to provide the services contracted for herein.

7. a. The City will pay to the Contactor the sum of $10.~~17~~27 per month for each of approximately 2040 residential units (excluding trailer courts and apartment houses with six units or more) plus $2.~~42~~52 per month for each of approximately 882 residential units that have two or more automated refuse collection

containers within the corporate limits of the City, which amount shall include the fee for appropriate disposal.

b. In addition to providing solid waste services, Contractor will also provide for collection of curbside garbage used for recycling purposes. The City will pay to the Contactor the sum of $2.60 per month for each of the residential units that have recycling collection containers within the corporate limits of the City. The City shall pay the actual tipping fee for the tonnage delivered to the agreed upon disposal site.

8. The Contractor agrees to perform the duties set forth in this contract in a neat and quiet manner so as not to unduly annoy or disturb the residents of the City. Additionally, the contractor agrees to reimburse the city $80.00 per container if, through the contractors collection activity, damage is caused to the container's wheels or lid which renders it unusable.

9. Contractor will pick up refuse at the front of each residential unit between 6:00 a.m. and 5:00 p.m. on the day agreed upon between the Contractor and the City for refuse collection.

10. The City will request that all residents place their automated refuse collection container(s) at a point off the traveled portion of the road in the gutter or, if there is no gutter, within two feet (2') of the blacktop.
The container shall be placed so that the container handle faces the resident's house and shall be placed on the street at least four feet (4') from other automated containers and obstructions such as trees, mailboxes, or parked vehicles.

11. For residents certified by the City Administrator as being too ill or infirm to move the 90-gallon automated refuse collection container from its storage place to the street and back to its storage space, the Contactor agrees to perform such service for the resident at no extra charge to the City.

12. The Contractor shall advertise and have a listed telephone number and shall have a responsible person at the number from 7:00 a.m. to 5:00 p.m. during every collection day with the authority to make decisions relevant to operations under this contract. In addition, an employee of the firm shall answer the telephone to receive complaints and inquiries from the public related to this contract. All complaints shall be resolved in an expeditious manner within the twenty-four (24) hour period following receipt of the complaint.

13. The City agrees to make its best efforts to enforce its refuse collection ordinance, to-wit: that residents shall place all refuse in a city-owned automated refuse-collection container; that residents shall be responsible for keeping the refuse in said containers until it is picked up; and that residents shall not put out for collection such items as hot ashes, car parts, mattresses, floor covering, animal carcasses, chunks of cement, dirt, sand, rocks, sod, flammable liquid, hazardous waste, or anything that will not fit in an automated refuse collection container. Contractor shall have the right to refuse to collect refuse in violation

of the above regulations.

14. Contractor shall empty all containers located on City property and shall provide and empty dumpsters of an adequate size to service the City buildings at locations designated by the City Administrator. Contractor shall collect refuse deposited in these containers and dumpsters at least once per week or more often if needed at no additional cost to the City.

15. Contractor shall provide and empty one 12 cubic yard dumpster at the Public Works Building for Parks trash, including extra garbage generated for the Fourth of July celebration-at no additional cost to the City.

16. The Contractor shall dispose of all refuse collected by transporting the same to the Weber County waste disposal facility, aka Weber County Transfer facility. The Contractor will unload the same in accordance with the regulations of said facility. The Contractor will pay all disposal fees at the facility and the Contractor will make all necessary arrangements therefore.

17. The Contractor agrees to perform a spring clean-up collection, a fall clean-up collection and perform a Christmas tree pick-up collection. The dates, collection methods, and cost for these services shall be mutually agreed upon annually between the Contractor and the City. Said agreement shall be by addendum hereto.

18. The Contractor shall indemnify and hold harmless the City of Riverdale, its officers, agents and employees hereinafter referred to as the City, from all suits, actions, loss, damage, expense, cost or claims of any character or any nature including reasonable attorneys' fees and costs of litigation arising out of the work done in fulfillment of the contract or on account of any act, claim or amount arising or recovered under worker's compensation law, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the City shall, in all instances, except for loss or damage resulting from the sole negligence of the City, be indemnified against all liability , loss or damage of any nature whatever for, or on account of, any injuries or death of person or damages to or destruction of property belonging to any person arising out of, or in any way connected with, the performance of this contract, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by the negligence, gross negligence or fault of the City.

19. Fuel Cost Adjustment. The rates set forth by other sections of this Agreement are calculated to pay certain expenses and costs that are of a set and certain nature. Because of the volatility of the current oil market, other costs are constantly changing and are uncertain. Therefore, beginning on July 1, 2017, the rates paid for service shall be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below:

The fuel surcharge will be calculated monthly based on the following criteria:

a. The Department of Energy, Rocky Mountain Regional Diesel Prices will be used as the price index for the agreement.

b. The following are the yearly base prices per gallon for diesel fuel that will be used to calculate the surcharge:

2018~~9~~	$3.00/ gal
2019~~20~~	$3.00/ gal

c. The surcharge will be calculated on the difference between the average monthly price per gallon of diesel fuel (as reported on the Dept. of Energy Diesel Prices) and the base price per gallon for the year (as detailed in point 2)

d. The calculated difference in price will be multiplied by 33% per household (1st can) to calculate the actual surcharge amount per month.

e. The surcharge will be calculated by Robinson Waste on a monthly basis and invoiced to Riverdale City.

f. Should the monthly average price of diesel fuel fall below the yearly base price, the surcharge will no longer apply.

g. The fuel surcharge will be invoiced separately from the current invoicing for waste collection services.

h. Example: Fuel = $4.10, $4.10 - $3.00 = $1.10, x .33 = .363 x 2042 = $ 741.25 additional surcharge p/month

20. This contract shall be effective July 1, 2018 and the monthly fee shall be paid by the City to the Contractor for services rendered from the effective date of this agreement through June 30th of each successive year.

21. The Agreement is renewable annually, for additional successive one-year terms, at the rate of payment established or amended in paragraph 7 above, upon the mutual consent of both parties.

22. The City and the Contractor agree that this Agreement shall be deemed to contain all of the terms and conditions agreed upon, it being understood that there are no outside conditions, representations, warranties or other agreements, written, oral or implied.

23. This contract may, at the option of either party, be terminated by the other party for non-performance or for improper performance, after such party has

given the defaulting party 30 (thirty) days written notice to properly perform the same, or to make payments, as the case may be.

Dated this 17~~th~~st day of July, 2018~~8~~9.

RIVERDALE CITY ATTEST

ROBINSON WASTE SERVICES

By:
Steve Robinson

Date: _____