

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on December 5, 2013.**

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. 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.)

A. On-Premise Restaurant Liquor License – Sitara India Layton – 2672 North Hill Field Road Suite #1

B. Amend the Consolidated Fee Schedule - Ordinance 13-27

C. Pipeline Crossing and Encroachment Agreement between Layton City and Utah Transit Authority (UTA) for Storm Drain Crossing at the Kays Creek Trail - Resolution 13-59

D. Davis County Interlocal Automatic Aid Fire Agreement - Resolution 13-60

5. PUBLIC HEARINGS:

6. PLANNING COMMISSION RECOMMENDATIONS:

7. NEW BUSINESS:

8. UNFINISHED BUSINESS:

9. SPECIAL REPORTS:

10. CITIZEN COMMENTS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____

By: _____

Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

Citizen Comment Guidelines

For the benefit of all who participate in a PUBLIC HEARING or in giving PUBLIC COMMENT during a City Council meeting, we respectfully request that the following procedures be observed so that all concerned individuals may have an opportunity to speak.

Time: If you are giving public input on any item on the agenda, please limit comments to three (3) minutes. If greater time is necessary to discuss the subject, the matter may, upon request, be placed on a future City Council agenda for further discussion.

New Information: Please limit comments to new information only to avoid repeating the same information multiple times.

Spokesperson: Please, if you are part of a large group, select a spokesperson for the group.

Courtesy: Please be courteous to those making comments by avoiding applauding or verbal outbursts either in favor of or against what is being said.

Comments: Your comments are important. To give order to the meeting, please direct comments to and through the person conducting the meeting.

Thank you

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4.A.

Subject:

On-Premise Restaurant Liquor License – Sitara India Layton – 2672 North Hill Field Road Suite #1

Background:

The owner of Sitara India Layton, Indira Mahesh-Kumar, is requesting an on-premise restaurant liquor license. Section 5.16.020 of the Layton City Code regulates liquor licenses with the following location criteria.

(1) An on-premise restaurant liquor license may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) An on-premise restaurant liquor license may not be established within 200 feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the restaurant to the nearest property line.

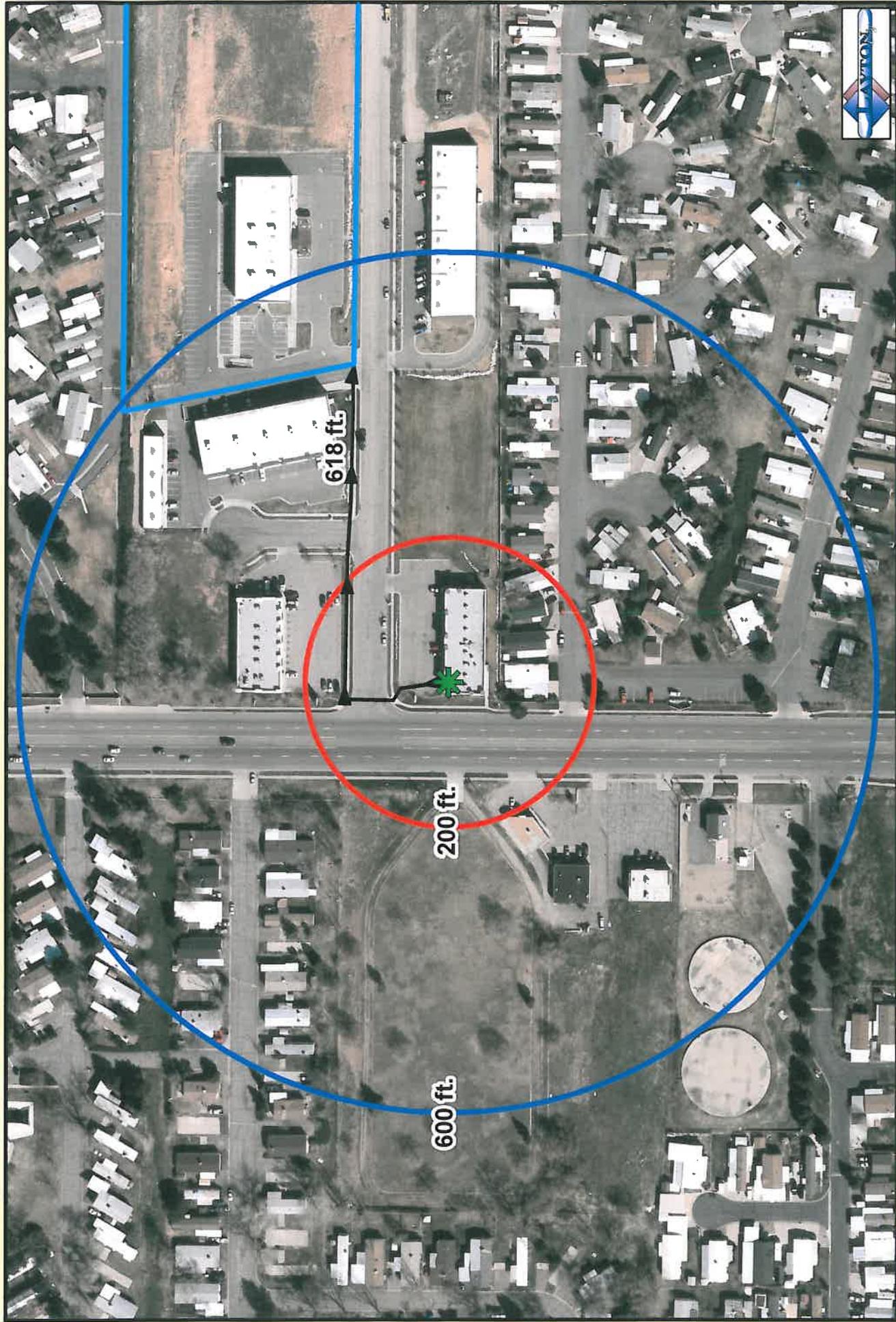
The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to the restaurant. The location meets the location criteria. A copy of the criminal background check on Indira Mahesh-Kumar has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the on-premise restaurant liquor license for Sitara India Layton; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the on-premise restaurant liquor license for Sitara India Layton.



**Indian Spice, Inc.
DBA Sitara India Layton
2672 N Hill Field Road, Ste. 1**

**Liquor License
Buffer Map**

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4.B.

Subject:

Amend the Consolidated Fee Schedule - Ordinance 13-27

Background:

The City has consolidated most fees and charges into one place within the Municipal Code, which is adopted and amended by ordinance. The following changes are being proposed.

Records Request Fees

Staff is proposing a change to the fees associated with record requests. GRAMA requests for City documents have increased more than 200% since 2010. These fees have not been changed since the Consolidated Fee Schedule was adopted in 1994. Utah State Code 63G-2-203 (b) states that an hourly charge may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request, and 63G-2-203 (c) states that no charge may be made for the first quarter hour of Staff time. The proposal is to increase the research, compilation and editing fee from \$10 per hour to \$30 per hour, and decrease the time for not charging a fee from 30 minutes to 15 minutes, bringing the fees in line with State Code.

Ed Kenley Centennial Amphitheater Fees

The Ed Kenley Centennial Amphitheater has been available for private rental for several years. Because the Amphitheater is supported by public monies from the citizens of Layton, the tiered rental fee structure is based on the residency of the renting agency and the type of event they are providing. Rental fees are not being changed this year but are being added to the Consolidated Fee Schedule.

Water Meter Fees

Changes to the water meter fees are presented for consideration due to Public Law 111-380 known as the "Reduction of Lead in Drinking Water Act." This law requires that all new brass fittings and components installed in public drinking water systems meet the "No-lead" brass specification NSF 372 as of January 4, 2014. In order to comply with this law, Layton City has received new pricing from our meter supplier for meters that will meet the NSF 372 specification. The "No-lead" brass pricing is reflected in the requested meter prices. In addition, as metering technology has advanced, the pricing for larger meters (sizes 4"-8") has allowed for a cost reduction due the City's utilization of ultrasonic meters for the larger meters.

False Alarm Fees

Police respond to a substantial number of false alarms regularly. Based on the policy and ordinance, alarm owners are billed for false alarms. During discussions concerning collection of false alarm fees it was noted that the Consolidated Fee Schedule does not list false alarm fees under the Police section of the schedule. It

was determined that this may lead some to believe that the fees only apply to Fire Department response to an alarm. The City Code is clear that this applies to both Police and Fire services. This amendment adds the false alarm fee structure to the Police section of the Consolidated Fee Schedule in the same format that it is included in the Fire section.

Alternatives:

Alternatives are to 1) Adopt Ordinance 13-27 amending the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 13-27 with modifications; or 3) Not adopt Ordinance 13-27 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 13-27 amending the Consolidated Fee Schedule.

ORDINANCE 13-27

AMENDING CHAPTER 15, TITLE 3 OF THE LAYTON MUNICIPAL CODE,
AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE.

WHEREAS, Layton City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, the City Council has determined to include fees associated with the City's amphitheater and fees associated with burglar/intrusion alarms; and

WHEREAS, the City Council has determined to update the fees associated with requests for records and water meter fees; and

WHEREAS, the City Council of Layton City finds that the fees set forth herein are reasonable, and should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Enactment. Chapter 15, Title 3 of the Layton Municipal Code is hereby amended as set forth in the Consolidated Fee Schedule of Layton City Corporation, as attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION II: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION III: Effective Date. This Ordinance shall become effective immediately upon passing hereof.

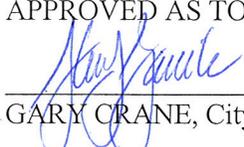
PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of December, 2013.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

For  _____
GARY CRANE, City Attorney

Consolidated Fee Schedule

Layton City Corporation

July 1 **December 5**, 2013

General:

Photocopies:	
single sided 8 1/2" x 11"	\$.25 each
double sided 8 1/2" x 11"	\$.40 each
single sided 24" x 36"	\$2 each
Audio recordings (includes media)	\$10 each
Reports on CD's	\$10 each
Certification of copies	\$2 each
Research, compilation, editing, etc.:	
first 30 15 minutes	No charge
additional time (one hour minimum)	\$40 30 per hour
Maps:	
street, water, sewer, storm sewer (black & white)	\$2 each
zoning (black & white)	\$2 each
maps on disk	\$5 each
Other maps:	
A size 8½ x 11 (color)	\$2.50 each
B size 11 x 17 (color)	\$5 each
C size 18 x 24 (color)	\$7.50 each
D size 24 x 36 (color)	\$15 each
E size 36 x 44 (color)	\$20 each
custom	\$3 per sq ft with \$5 minimum
Documents/ reports:	
zoning ordinance	\$15 each
zoning code chapters 5 and 6	\$1.50 each
specifications book	\$25 each
master plan text	\$15 each
blue print copies	\$.15 per sq ft
sepia print copies	\$.30 per sq ft
business license listing	\$10 each
financial report (one copy is free to a city resident upon request)	\$5 each
budget report (one copy is free to a city resident upon request)	\$5 each
Candidate filing fee for elective city office	\$25 each
Community Emergency Response Team (C.E.R.T.) Course	\$25 per person
Returned check fee	\$10 each
Credit card surcharge fee (excluding City sponsored youth activities)	2% on transactions over \$75
Dog license fees: Established by Davis County Animal Control	
Urban chicken annual permit fee	\$30 per location

General: (continued)

Fees associated with property sales for delinquent special improvement district taxes:		
cost of advertising sale		\$20 each
cost of sale expenses		\$5 each
certificate of sale		\$5 each
deed - first description of property		\$10 each
deed - additional descriptions of property		\$5 each

Police:

Utah State criminal history check		\$10 each
Annual sex offender registry fee		\$25
Traffic School		\$50 each
Finger printing service	per person, up to 3 cards	\$15 each
	each additional card	\$5 each
Incident reports: 1 to 10 pages		\$5 each
additional pages	single sided	\$.25 each
additional pages	double sided	\$.40 each
Photographic prints (4" x 5" color)		\$2 each, \$10 minimum
Photographic CD's		\$10 each
Audio or video recordings (includes tape)		\$10 each; plus \$10 per hour for dubbing, with minimum of one hour
Event security uniformed officer		\$58 per hour/two hour minimum per officer
Event administrative fee		\$20
Emergency dispatch system (E911) fee (collected by the telephone company)	land lines	\$.65 per line per month
	wireless	\$.65 per wireless access device per month
Vehicle Restoration Permit		\$10
Weed mowing charges:		
for 1/2 acre or smaller		\$100
more than 1/2 acre, but not more than 3/4 acre		\$120
more than 3/4 acre, but not more than 1 acre		\$140
more than 1 acre, but not more than 2 acres		\$180
more than 2 acres, but not more than 3 acres		\$220
more than 3 acres, but not more than 4 acres		\$260
more than 4 acres, but not more than 5 acres		\$300
more than 5 acres, but not more than 6 acres		\$340
more than 6 acres, but not more than 7 acres		\$380
more than 7 acres, but not more than 8 acres		\$420
more than 8 acres, but not more than 9 acres		\$460
more than 9 acres, but not more than 10 acres		\$500
more than 10 acres		bid price
Additionally, an administration fee of \$120 will be charged for each time the City contracts mowing of a parcel of property.		
Burglar/intrusion alarms:		
Responsible party non-response fee		\$25
False alarm fees:		
3rd false alarm per quarter		\$50
4th false alarm per quarter		\$75
5th false alarm per quarter		\$100

Fire:

Fire investigation report	\$25 each
Fireworks sales permit (note: a business license is also required)	\$300 per location plus; \$150 refundable deposit
Ambulance and paramedic fees as currently established by the Bureau of Emergency Medical Services	
Fire standby services for special events:	
One certified emergency medical technician with basic first aid equipment	\$75 per hour
Equipped ambulance with two-person certified medical team	\$150 per hour
Equipped fire engine with four-person engine company	\$250 per hour
Automatic fire extinguishing system fee schedule and plan review fee:	
Original/initial submittal for new installations:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$250 per plan
3,001 - 10,000 sq. ft.	\$350 per plan
10,001 sq. ft. and greater	\$350, plus \$.005 per sq. ft. over 10,000
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$175 per plan
3,001 - 7,000 sq. ft.	\$225 per plan
7,001 sq. ft. and greater	\$225, plus \$.005 per sq. ft. over 7,000
Original/initial submittal for existing system remodels:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 10,000 sq. ft.	\$150 per plan
10,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 10,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 7,000 sq. ft.	\$150 per plan
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Re-review of corrected or rejected plans: 3,000 sq. ft. and greater	\$175 per plan
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$125 per re-review
3,001 - 10,000 sq. ft.	\$175 per re-review
10,001 sq. ft. and greater	\$175, plus \$.005 per sq. ft. over 10,000 per re-review
Single family, two family and manufactured homes: 0 - 3,000 sq. ft.	\$100 per re-review
3,001 - 7,000 sq. ft.	\$150 per re-review
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
Fire alarm system:	
original/initial review fee	\$300 per plan
re-review of corrected/rejected plans	\$200 per plan
Alarms: Responsible party non-response fee	\$25
False alarm fees: 3rd false alarm per quarter	\$50
4th false alarm per quarter	\$75
5th false alarm per quarter	\$100

Fire: (continued)

Fire training tower rental fees:

Training without "Live Fire" (includes one instructor from Layton City Fire Department, use of the tower and theater smoke machine, and generator use)	\$75 per hour
Training with "Live Fire" (includes use of burn rooms, use of theater smoke and smoke machine, and use of generator)	
Requires a minimum of three "Live Fire" instructors from Layton City Fire Department	
Pallets and burn materials will be provided by the department using the facility	\$1,000 per 4 hour session

Parks & Recreation:

Parks:

Pavilion rental - Fees are double for non-residents. (cleaning deposits are refundable)

Mid-size (\$50 cleaning deposit)	\$35 minimum for 4 hours, \$8 ea additional hour, \$75 max
(Ellison, Layton Commons Phase II, Andy Adams, Chapel, Oak Forest, Sand Ridge, James Woodward, Vae View, Chelsie Meadows and both pavilions at Legacy Park)	
Large (\$100 cleaning deposit)	\$75 minimum for 4 hours, \$20 ea additional hour, \$150 maximum
(Layton Commons Phase I large pavilion)	
Pavilion rental for large organizations (over 500 attendance) (\$300 cleaning deposit)	\$300 per event
Extra park space or additional structures may require additional fees and/or Special Event Application	

Park space/field rental – Fees are double for non-residents. (cleaning deposits are refundable)

Playing field, non-lighted or equivalent open space in park (\$20 per field, per hour cleaning deposit)	\$20 per field, per hour
Lighted playing field (\$20 per field, per hour cleaning deposit)	\$35 per field, per hour
'Liberty Days' booth space with electricity	\$100 each
without electricity	\$75 each

Ed Kenley Centennial Amphitheater

Hourly rate includes use of the following: Amphitheater, Green Room, one (1) Technician, basic standard sound equipment, and one rgb LED light wash (no spots or special lighting.)

Category I – Base Rental Fee (3 hour minimum)	\$50 per hour
(An event sponsored by a Layton resident organization, which does not charge admission.)	
(Fee based on set-up 1 hour before and strike ½ hour after performance.)	
Category II – Base Rental Fee (3 hour minimum)	\$75 per hour
(An event sponsored by a non-resident organization, which does not charge admission.)	
(Fee based on set-up 1 hour before and strike ½ hour after performance.)	
Category III – Base Rental Fee (3 hour minimum)	\$100 per hour
(An event where an admission is charged or has some other funding source.)	
(Fee based on set-up 1 hour before and strike ½ hour after performance.)	
Refundable deposit	½ of total rental fee
Additional charges:	
Wireless microphones (per performance)	\$20 first performance; \$10 additional performance
Spotlight (Technician not included)	\$25 per performance
Grand piano (check made payable to Davis Arts Council)	\$25 per performance
Light Technician (move and set lights)	\$50 per hour

Public Works:

Streets & public property:

Sidewalk and Driveway Approach Replacement	
Inspection fee	\$45 each
Curb and Gutter/Sidewalk bond (Refundable)	\$20 per lineal foot
Handicap ramp bond (Refundable)	\$1,000

Public Works: (continued)

Water & water service: (continued)

Connection fees (water lines):		
Main line cost recouping fee (based on property frontage)		\$22.50 per foot
West Layton area maximum for first connection only		\$1,700
Tapping fees:		
3/4" line		\$882 each
1" line		\$935 each
Service line extensions in excess of 32 feet:		
3/4" copper line		\$5.75 per lineal foot
1" copper line		\$6.25 per lineal foot
Tapping and service line extensions for lines larger than 1 inch shall be done and paid for by the owner or developer.		

Meter fees:

5/8" x 3/4"	\$195 230	each
3/4"	\$215 245	each
1"	\$260 315	each
1 1/2"	\$405 585	each
2"	\$1,535 1,805	each
3"	\$1,915 2,000	each
4"	\$2,735 2,630	each
6"	\$4,825 4,125	each
8"	\$4,860	each

Construction water \$20

Fire line connection fee \$50 per diameter inch of line size

Water exaction fee in lieu of water shares:

Residential		\$3,157 per acre-foot
Commercial:		
5/8" meter		\$2,683 each
5/8" X 3/4" meter		\$2,683 each
3/4" meter		\$4,025 each
1" meter		\$6,709 each
1-1/2" meter		\$13,417 each
2" meter		\$38,239 each
3" meter		\$64,403 each
4" meter		\$100,629 each
6" meter		\$228,093 each

Sanitary sewer service:

Residential user fee:	single family unit	\$17.45 per month
	multiple family units, 1st unit	\$17.45 per month
	plus each additional unit	\$17.45 per month
Trailer courts	1st unit	\$17.45 per month
	plus each additional unit	\$16.45 per month
Hotels, motels		\$6.98 per month per unit
Churches, schools, commercial and similar		\$17.45 per month
	plus, for the months of October thru April -	
	\$1.05 per 1,000 gallons, or fraction thereof for water consumed in that month over 10,000 gallons, or	
	plus, for the months of May thru September -	
	\$1.05 per 1,000 gallons or fraction thereof for water consumed in the previous April over 10,000 gallons.	
Connections approved and made to another city's line will be charged that city's fee and remitted according to the interlocal agreement.		
Sanitary sewer service to customers outside the boundaries of the City will be charged double.		
Connection fees (based on property frontage)		\$18.00 per foot

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4.C.

Subject:

Pipeline Crossing and Encroachment Agreement between Layton City and Utah Transit Authority (UTA) for Storm Drain Crossing at the Kays Creek Trail - Resolution 13-59

Background:

Resolution 13-59 authorizes the execution of an agreement between Layton City and UTA to construct a 30-inch fuse HDPE storm drain line, encased in a 36-inch steel casing, which will cross the Kays Creek trail at approximately mile post 766.45, at a minimum of 7.5 feet below the lowest point on the surface of the right-of-way. The current 36-inch pipe, which does not drain properly, discharges into Kays Creek, east of the railroad culvert at a slope of less than .20 percent. The new pipe will outfall west of the culvert and enter the creek at an elevation 2 feet above the flow level of the creek, thereby allowing proper drainage and reducing backups

Alternatives:

Alternatives are to 1) Adopt Resolution 13-59 approving the Pipeline Crossing and Encroachment Agreement Between Layton City and Utah Transit Authority for a Storm Drain Crossing at the Kays Creek Trail; 2) Adopt Resolution 13-59 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-59 and remand to Staff with directions

Recommendation:

Staff recommends the Council adopt Resolution 13-59 approving the Pipeline Crossing and Encroachment Agreement between Layton City and Utah Transit Authority for a Storm Drain Crossing at the Kays Creek Trail, and authorize the Mayor to sign the necessary documents.

RESOLUTION 13-59

A RESOLUTION ADOPTING A PIPELINE AND ENCROACHMENT AGREEMENT BETWEEN LAYTON CITY AND UTAH TRANSIT AUTHORITY FOR A STORM DRAIN CROSSING AT THE KAYS CREEK TRAIL

WHEREAS, Utah Transit Authority (hereinafter referred to as UTA) is the owner of the entirety of Denver & Rio Grande Western Rail Corridor (the "Right-of-Way" acquired by UTA for the development and expansion of its public transportation system; and

WHEREAS, the City would like to construct a 30-inch fuse HDPE storm drain with a 36-inch steel casing pipe line which would cross at approximately mile post 755.45 a minimum of 7.5 feet below the lowest point on the surface of the Right-of-Way; and

WHEREAS, the City intends to connect to an existing 305-foot linear pipeline encroachment consisting of a 36-inch storm drain line (the Encroachment), of which 35-feet of that pipeline encroachment to be capped and abandoned in place; and

WHEREAS, the City desires a license for the construction, operation and maintenance of the Pipeline and Encroachment and agrees to pay UTA a one-time Real Estate Usage charge of \$7,345, and a Special Inspection cost of \$280.00; and

WHEREAS, the parties have agreed to the terms and conditions contained in the Agreement, which is attached hereto and incorporated herein; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Agreement.

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

1. The City Manager is directed to conduct negotiations with UTA for a Pipeline and Encroachment Agreement for the Storm Drain Crossing at the Kays Creek Trail (herein the "Agreement"). The terms of the Agreement shall address the terms and conditions that are consistent with the intent of the Agreement. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering the Agreement.

2. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by UTA shall constitute UTA and the City for services, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of UTA's Agreement, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 5th day of December, 2013.

ATTEST:

THIEDA WELLMAN, City Recorder

J. STEPHEN CURTIS, Mayor

APPROVED AS TO FORM:

GARY CRANE, City Attorney

SUBMITTING DEPARTMENT

TERRY COBURN, Public Works Director

PIPELINE CROSSING AND ENCROACHMENT AGREEMENT
(Interlocal Municipal Pipeline and Encroachment Form)

**DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE**

UTA Contract #DR/D/2460/P
Mile Post Location: MP 766.45
Latitude: 41.048998
Longitude: -111.976167
Layton, Utah

THIS PIPELINE CROSSING AND ENCROACHMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20__ (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Layton City Corporation, a political subdivision of the state of Utah, with a principal address of 437 North Wasatch Drive, Layton, UT 84041 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of the entirety of a certain railroad corridor known as the Denver & Rio Grande Western Rail Corridor (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Licensee intends to construct a 30-inch fuse HDPE storm drain with a 36" steel casing pipe line (the "Pipeline") which will cross at approximately mile post 766.45 a minimum of 7.5 feet below the lowest point on the surface of the Right of Way; and

WHEREAS, Licensee intends to connect to an existing 305' linear pipeline encroachment consisting of a 36" storm drain line (the "Encroachment") which will connect at approximately mile post 766.45 a minimum of 7.5 feet below the lowest point on the surface of the Right of Way. Thirty Five feet of the pipeline encroachment will be capped and abandoned in place; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pipeline and Encroachment.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

**ARTICLE I
INCORPORATED TERMS AND DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pipeline and Encroachment (or any improvements to the Pipeline and Encroachment) in or otherwise

materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pipeline and Encroachment (or any improvements to the Pipeline and Encroachment) in or otherwise materially affecting the Right of Way.

1.2 “Encroachment” means the 305’ linear pipeline encroachment consisting of a 36” storm drain line to be connected to the Pipeline, 35 feet of the Encroachment will be capped and abandoned in place by Licensee pursuant to this Agreement and located a minimum of 7.5 feet below the lowest point on the surface of the Right of Way via open trench cut method at approximately Milepost Number 766.45 (Latitude 41.048998, Longitude -111.976167) of the entirety of the Denver & Rio Grande Western Rail Corridor in Layton, Utah. The term “Encroachment” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Encroachment that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.3 “Emergency Access Manager” means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is Control Room at (801) 287-5455. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.4 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.5 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.6 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.7 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term “Losses” shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee’s indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.8 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar

work with respect to the Pipeline and Encroachment (or any improvements to the Pipeline and Encroachment) in or otherwise materially affecting the Right of Way.

1.9 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.10 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.11 “Pipeline” means the 30-inch fuse HDPE storm drain with a 36” steel casing pipe line to be installed by Licensee pursuant to this Agreement and located a minimum of 7.5 feet below the lowest point on the surface of the Right of Way via open trench cut method and connecting to the Encroachment at approximately Milepost Number 766.45 (Latitude 41.048998, Longitude -111.976167) of the entirety of the Denver & Rio Grande Western Rail Corridor in Layton, Utah. The term “Pipeline” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pipeline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.12 “Third Person” means any individual, corporation or legal entity other than UTA and Licensee.

1.13 “Track Improvements” mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.14 “UTA System” means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.15 “Utility” and “Utilities” mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.16 “Work Window” means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pipeline and Encroachment within the Right of Way is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II

GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pipeline and Encroachment in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated 4/15/13 and UTA Engineer approved 8/20/13 and marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time **real estate usage charge of \$7,345.00** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of \$ 0 and **Special Inspection cost of \$280.88** (these fees are more clearly described in Section 5.1).

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE PIPELINE AND ENCROACHMENT

4.1 All Construction and Maintenance with respect to the Pipeline and Encroachment shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans (“Design Plans”) previously approved by UTA and attached hereto as Exhibit “A.” All Construction and Maintenance with respect to the Pipeline and Encroachment shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pipeline and Encroachment shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pipeline and Encroachment to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pipeline and Encroachment, Licensee shall not make any material deviation from the Design Plans without UTA’s prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee’s proposed methods have been approved by UTA. The Pipeline and Encroachment shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements. The Pipeline and Encroachment shall maintain a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pipeline and Encroachment, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pipeline and Encroachment “blue-staked” and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pipeline and Encroachment. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline and Encroachment; and/or (b) any injury to or death of any person employed by or on

behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline and Encroachment. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pipeline and Encroachment including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pipeline and Encroachment in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pipeline and Encroachment in compliance with all applicable environmental laws. The Pipeline and Encroachment shall be sleeved. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pipeline and Encroachment causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pipeline and Encroachment, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the Licensor, consistent with applicable Federal and State laws and regulations and to the satisfaction of the Licensor.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pipeline and Encroachment and related appurtenances at the Right of Way boundaries (where the Pipeline and Encroachment enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any

character and nature whatsoever (e.g. location of Pipeline and Encroachment, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pipeline and Encroachment. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pipeline and Encroachment, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Licensee acknowledges receipt of a copy of the Contractor Agreement and will inform its contractor of the need to execute the Contractor Agreement. Any and all contractors used by Licensee in the Construction or Maintenance of the Pipeline and Encroachment are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is \$688.84/day for an eight (8) hour day and \$921.83/day for a (12) hour day. . The current cost for a special inspector is \$70.22/hour with a two hour daily minimum. UTA has determined that 0-hour days of flagging and Two 4-hour days of Special Inspection will be needed for the construction of this Pipeline and Encroachment. Licensee will pre-pay \$280.88 for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pipeline and Encroachment extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within 30 days of the date of completion of the Pipeline and Encroachment. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within 30 days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO PIPELINE AND ENCROACHMENT

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.1 and 8.1 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pipeline and Encroachment.

ARTICLE VII

SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PIPELINE AND ENCROACHMENT

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pipeline and Encroachment is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within 60 days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pipeline and Encroachment as UTA may reasonably designate. To the extent that the modification or relocation of the Pipeline and Encroachment is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pipeline and Encroachment is necessitated because the Pipeline and Encroachment is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pipeline and Encroachment, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pipeline and Encroachment in the location described herein shall, so far as the Pipeline and Encroachment remains on UTA property, apply to the Pipeline and Encroachment as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pipeline and Encroachment; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pipeline and Encroachment; (c) claims by trail users during the period of Construction; or (d) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department

of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pipeline and Encroachment exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pipeline and Encroachment, and for all labor performed with respect to the Pipeline and Encroachment. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pipeline and Encroachment to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pipeline and Encroachment or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pipeline and Encroachment in an active and substantial way for any continuous period of 1 year; (b)

Licensee continues in default with respect to any provision of this Agreement for a period of 30 days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such 30-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within 30 days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pipeline and Encroachment from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying **UTA Contract Number DR/D/2460/P**, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the pipeline crossing and encroachment located on railroad right of way at approximately Mile Post 766.45 at or near Layton, Davis County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate this License immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the Pipeline and Encroachment which is the subject of this Agreement.

ARTICLE XII REMOVAL OF PIPELINE AND ENCROACHMENT UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pipeline and Encroachment from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA

may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within 30 days after receipt of the bill therefore. In the event UTA removes the Pipeline and Encroachment pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

ARTICLE XV SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Manager
P.O. Box 30810
Salt Lake City, UT 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

Layton City Corporation
Attn: James Woodruff/City Engineer
437 North Wasatch Drive
Layton, UT 84041

**ARTICLE XVII
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

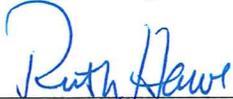
ARTICLE XX
SPECIAL PROVISIONS

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTA Engineering



UTA Legal

UTAH TRANSIT AUTHORITY

By: _____
Paul Edwards
Senior Program Manager

By: _____
Mailia Lauto'o
Manager, Property Administration

By: _____
Shelley Nielsen
Property Administrator

LICENSEE

By: _____

Its: _____

Approved as to Form

By _____
Date 9/10/13

EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pipeline and Encroachment is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance:** Licensee must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
- a. The definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Other Insurance Provisions:**
- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Contractor

will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

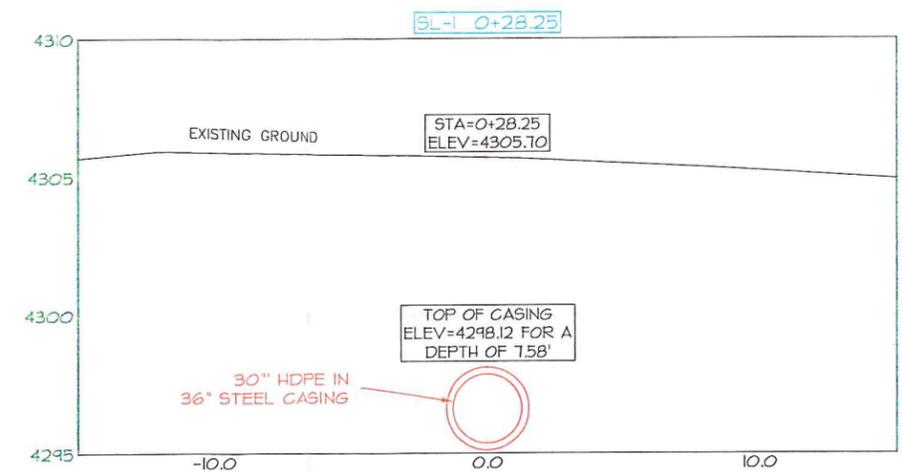
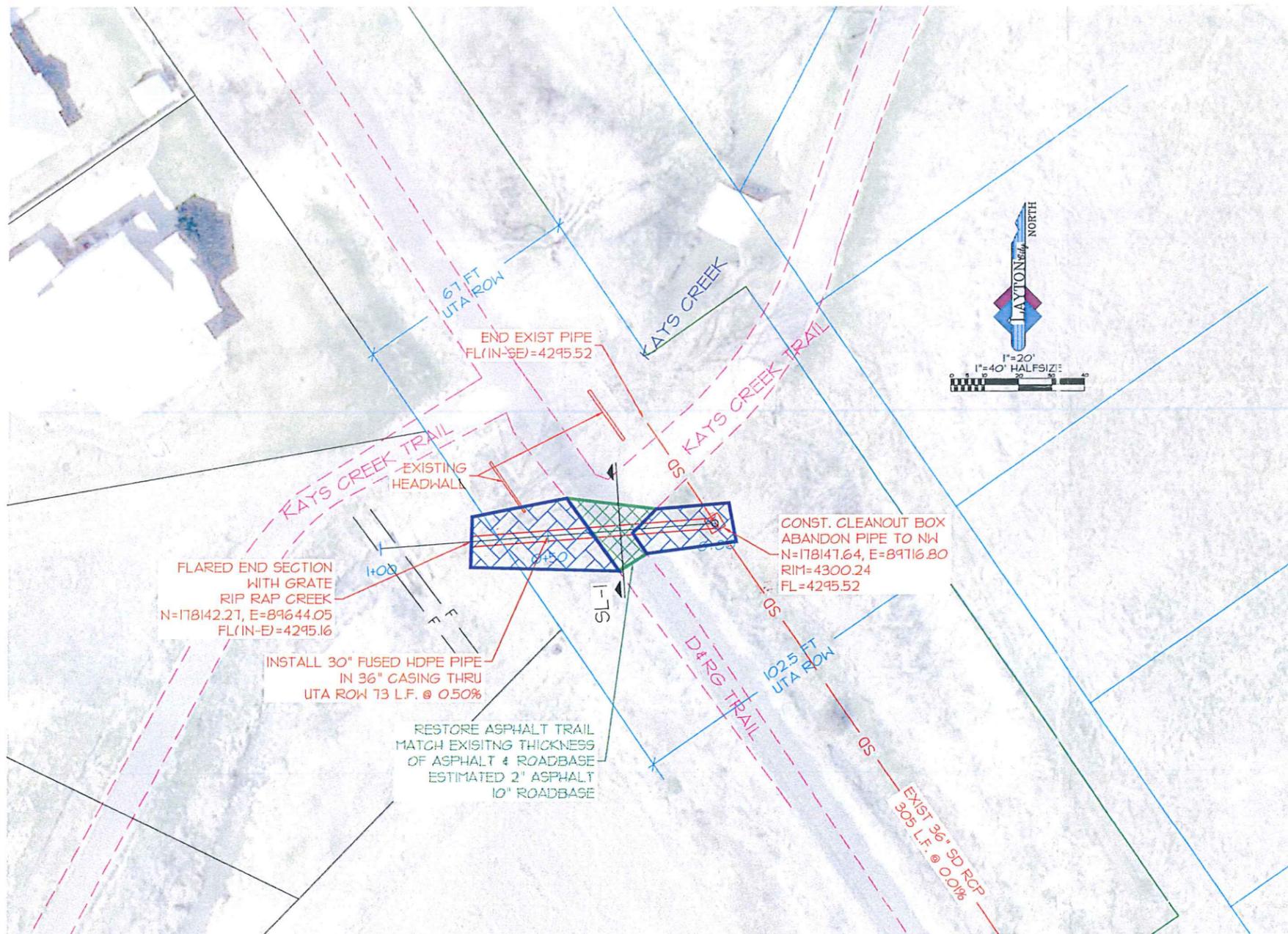
Utah Transit Authority
Attn: David Pitcher
3600 South 700 West
P.O. Box 30810
Salt Lake City, UT 84130-0810

EXHIBIT "C"
SPECIAL PROVISIONS

1. Right of Way Access Permit. Licensee or Licensee's Contractor must first obtain a Right of Way Access Permit from UTA before any access will be allowed on UTA property. The contact person for obtaining a Right of Way Track Access Permit is Dave Hancock at (801) 615-9855.

Note: Track Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training.

2. Trails. UTA previously entered into an agreement with Layton City ("City") to allow the City to use the Right of Way for a recreational trail. As a condition to this license, Licensee shall coordinate with the City regarding any trail closures or detours.
 - a. Licensee or Licensee's Contractor will post notice to trail users a minimum of 7 days before any trail closure. Licensee or Licensee's Contractor will also provide a public relations contact on the notice for any questions from the public.
3. Open Cut Procedures and Requirements.
 - a. Licensee or Licensee's Contractor is authorized to OPEN CUT only during the initial installation of the Pipeline and connection to the Encroachment.
 - b. All soil handling to be dust free. "Meaning strictly dust free."
 - c. Aggregate/Soil in ballast section to be segregated and handled separately from embankment soil.
 - d. Licensee or Licensee's Contractor to restore the soil structure to similar properties and resilience as before being disturbed.
 - e. Licensee or Licensee's Contractor to restore the surface of the trail/ property to meet or exceed the original design of the trail.
 - f. After construction and restoration, Licensee or Licensee's Contractor will slurry seal the affected trail section from cross street to cross street to maintain a continuous smooth surface.

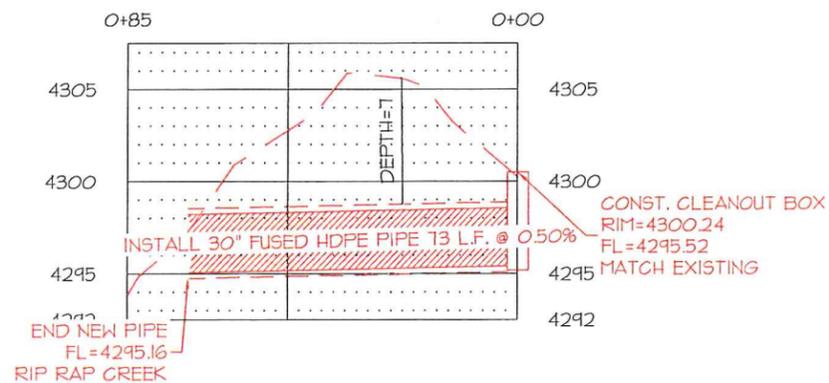


LEGEND

EXISTING STORM DRAIN	---
PROPOSED STORM DRAIN	---
EXISTING CHEVRON FUEL LINE	-F-F-F-F-
EXISTING EDGE OR ASPHALT	---
EXISTING GROUND (PROFILE)	---
RESTORE ASPHALT SURFACE	▨
HYDROSEED & BLANKET	▨
EXISTING STORM DRAIN CLEANOUT BOX	D
PROPOSED STORM DRAIN CLEANOUT BOX	D

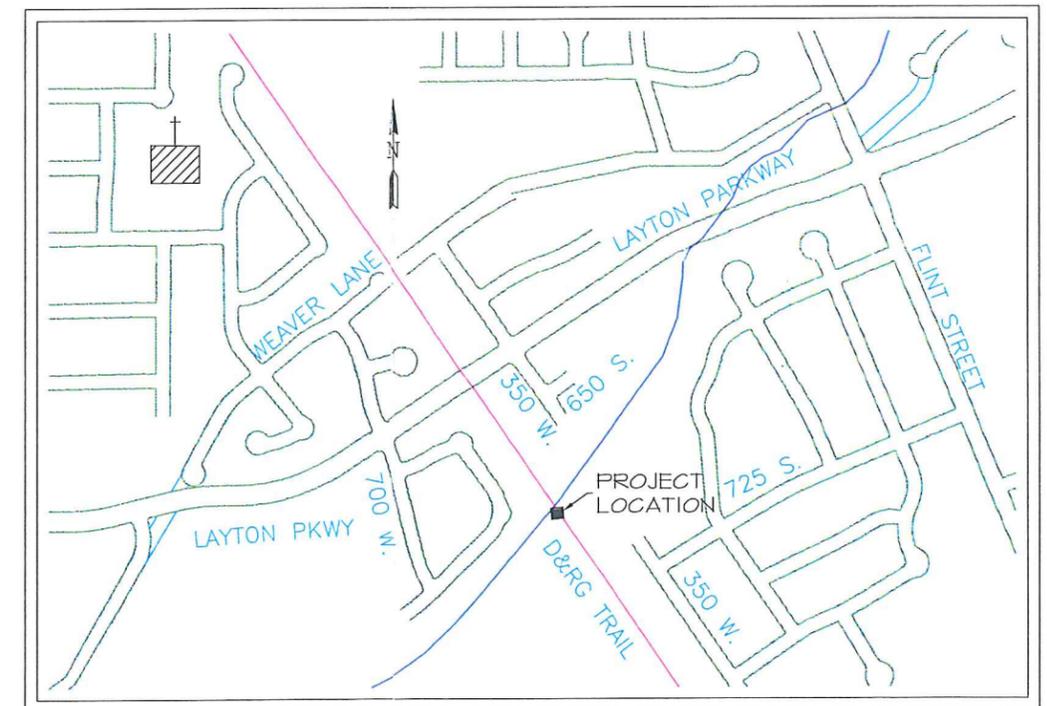
GENERAL NOTES:

1. RIP RAP TO BE D50-12" WITH A D MAXIMUM OF 18"
2. RIP RAP TO EXTEND UP THE SIDES OF THE CREEK BED.
3. RIP RAP TO BE 2' DEEP.



BENCHMARK
SSMH NORTH END
350 WEST
N=177911.37, E=90040.98
ELEV=4301.849

POTHOLE UTILITIES AT
CROSSINGS PRIOR TO
CONSTRUCTION TO
VERIFY DEPTHS

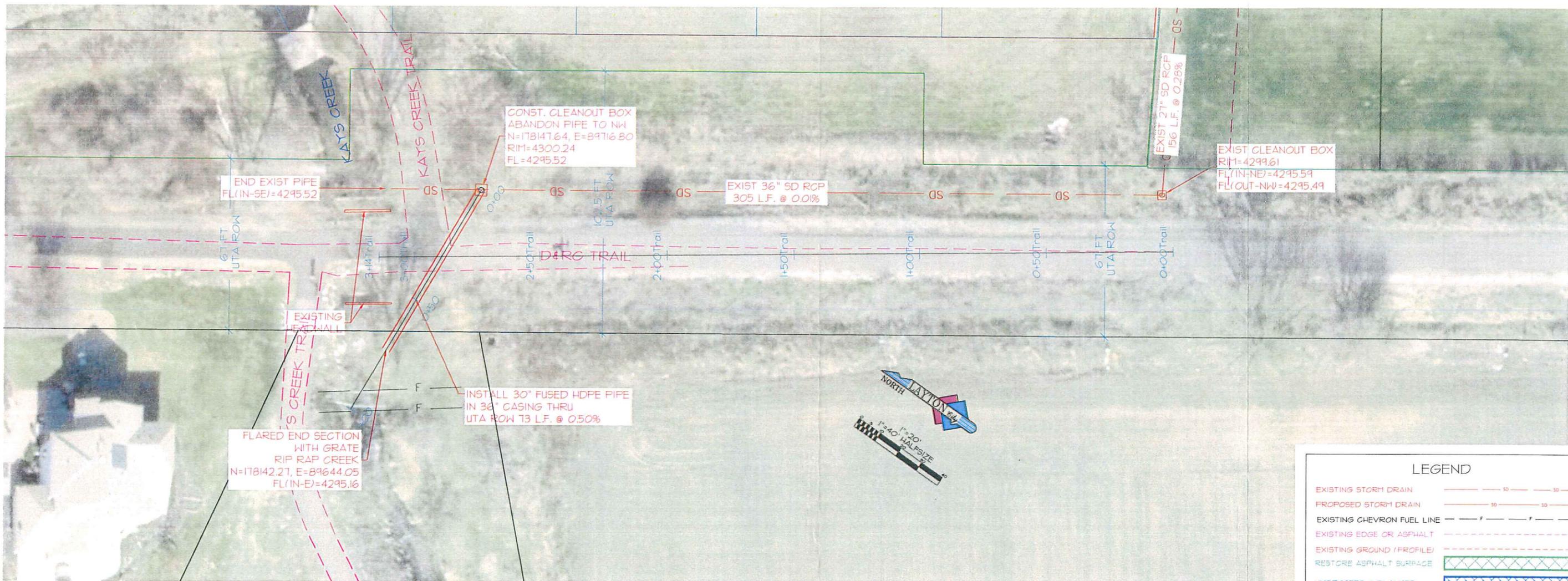


PRELIMINARY-NOT
FOR CONSTRUCTION

REVISION	BY	DATE	DESIGNED BY	DATE	HORIZONTAL SCALE
			S HANSEN	4/9/13	1" = 20'
			S HANSEN	4/15/13	1" = 5'
			J WOODRUFF	Today	VIEW NAME PLOT

WHISPERING WILLOW OUTFALL RELOCATION
KAYS CREEK & D&R TRAIL

DRAWING #
1
OF
1



CONST. CLEANOUT BOX
 ABANDON PIPE TO NW
 N=178147.64, E=89716.80
 RIM=4300.24
 FL=4295.52

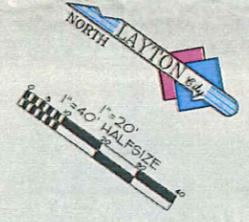
END EXIST PIPE
 FL(IN-SE)=4295.52

EXIST 36" SD RCP
 305 L.F. @ 0.01%

EXIST CLEANOUT BOX
 RIM=4299.61
 FL(IN-NE)=4295.59
 FL(OUT-NW)=4295.49

FLARED END SECTION
 WITH GRATE
 RIP RAP CREEK
 N=178142.27, E=89644.05
 FL(IN-E)=4295.16

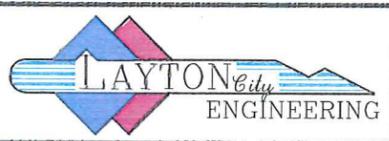
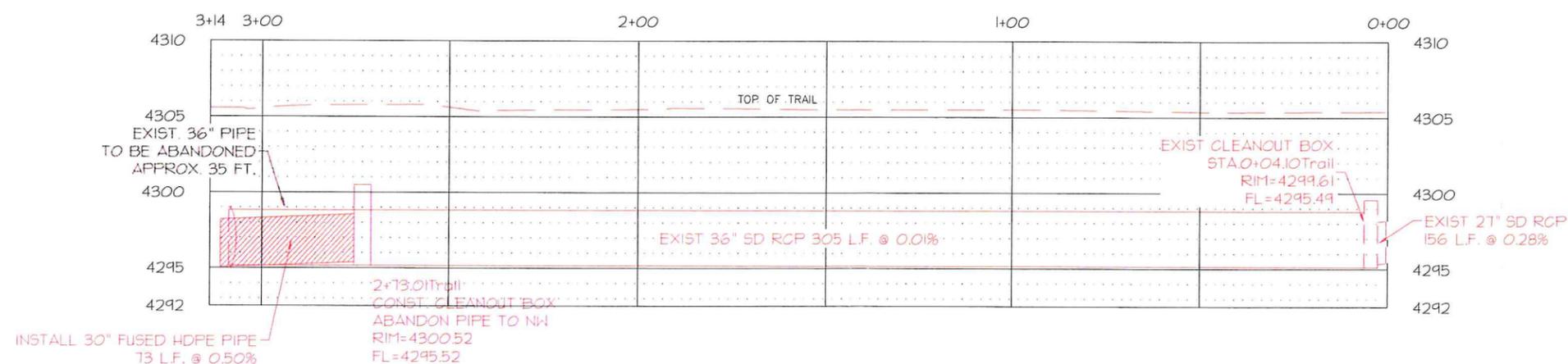
INSTALL 30" FUSED HDPE PIPE
 IN 36" CASING THRU
 UTA ROW 13 L.F. @ 0.50%



LEGEND	
EXISTING STORM DRAIN	--- 50 --- 50 ---
PROPOSED STORM DRAIN	--- 30 --- 30 ---
EXISTING CHEVRON FUEL LINE	- - - F - - - F - - - F - - -
EXISTING EDGE OR ASPHALT	- - - - -
EXISTING GROUND (PROFILE)	-----
RESTORE ASPHALT SURFACE	[Hatched pattern]
HYDROSEED & BLANKET	[Cross-hatched pattern]
EXISTING STORM DRAIN CLEANOUT BOX	[Square with 'D']
PROPOSED STORM DRAIN CLEANOUT BOX	[Square with 'D']

BENCHMARK
 SSMH NORTH END
 350 WEST
 N=177971.37, E=90040.98
 ELEV=4301.849

POTHOLE UTILITIES AT
 CROSSINGS PRIOR TO
 CONSTRUCTION TO
 VERIFY DEPTHS



**PRELIMINARY - NOT
 FOR CONSTRUCTION**

REVISION	BY	DATE

DESIGNED BY S HANSEN	DATE 4/9/13	HORIZONTAL SCALE 1" = 40'
DRAWN BY S HANSEN	DATE 4/15/13	VERTICAL SCALE 1" = 5'
APPROVED BY J WOODRUFF	DATE Today	VIEW NAME PLOT

WHISPERING WILLOW OUTFALL RELOCATION
 KAYS CREEK & D&RG TRAIL
 EXISTING ALIGNMENT

DRAWING #
 1
 OF
 1

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4.D.

Subject:

Davis County Interlocal Automatic Aid Fire Agreement - Resolution 13-60

Background:

Resolution 13-60 authorizes Layton City to participate in the Automatic Aid Agreement for Fire Response throughout Davis County. Currently, there is a Mutual Aid Agreement between all entities. This Automatic Aid Agreement will enhance the current Aid Agreement. The Agreement allows for a quicker, more efficient dispatch of the fire resources to all types of fire incidents within Davis County.

Alternatives:

Alternatives are to 1) Adopt Resolution 13-60 authorizing the Automatic Aid Agreement between Layton City and all other entities; or 2) Not adopt Resolution 13-60 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 13-60 authorizing the Automatic Aid Agreement between Layton City and all other entities.

RESOLUTION 13-60

A RESOLUTION ADOPTING THE DAVIS COUNTY INTERLOCAL AUTOMATIC AID FIRE AGREEMENT BETWEEN DAVIS COUNTY, NORTH DAVIS FIRE DISTRICT, SOUTH DAVIS FIRE AGENCY, CLINTON CITY CORPORATION, SUNSET CITY CORPORATION, SYRACUSE CITY CORPORATION, KAYSVILLE CITY CORPORATION, FARMINGTON CITY CORPORATION, SOUTH WEBER CITY CORPORATION, AND LAYTON CITY

WHEREAS, an Interlocal Agreement for Cooperative Fire protection and Emergency Services has been in place between all Davis County cities and emergency service organizations; and

WHEREAS, an Agreement for Interlocal Automatic Aid for fire protection services is needed to provide prompt and efficient mitigation of emergency incidents; and

WHEREAS, an agreement has been prepared for the City's consideration and is intended to enhance but not replace the existing Mutual Aid Agreement; and

WHEREAS, it is beneficial for there to be an Automatic Aid Agreement between Davis County fire and emergency service organizations and Layton City for firefighting incident responses.

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

SECTION I. That the City Council of Layton City, Davis County, State of Utah, does hereby adopt the Davis County Interlocal Automatic Aid Fire Agreement acting pursuant to the authority of 42 U.S.C. 1856(a), and Layton City.

SECTION II. That the Mayor is hereby authorized to execute the agreement, which is attached and made a part hereof by this reference.

PASSED AND ADOPTED by the City Council of Layton City, Utah, this **5th day of December, 2013.**

J. STEPHEN CURTIS, MAYOR

ATTEST:

THIEDA WELLMAN, CITY RECORDER

APPROVED AS TO FORM:

PREPARED BY:



STEVE GARSIDE for
GARY CRANE, City Attorney



KEVIN WARD, Fire Chief

Document received
from outside source

DAVIS COUNTY

INTERLOCAL AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____, pursuant to the provisions of the Interlocal Cooperation Act, by and between **DAVIS COUNTY, LAYTON CITY CORPORATION**, a municipal corporation of the State of Utah, **CLINTON CITY CORPORATION**, a municipal corporation of the State of Utah, **SUNSET CITY CORPORATION**, a municipal corporation of the State of Utah, **SYRACUSE CITY CORPORATION**, a municipal corporation of the State of Utah, **KAYSVILLE CITY CORPORATION**, a municipal corporation of the State of Utah, **FARMINGTON CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH WEBER CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH DAVIS FIRE AGENCY**, acting through an Interlocal Agreement, and the **NORTH DAVIS FIRE DISTRICT**, a special district established under Utah State law.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic mutual aid for fire protection 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 structural fire protection at the receipt of such an alarm; and

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

NOW, THEREFORE, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from that jurisdiction. In addition, the dispatcher will also immediately see that the next due "Automatic Aid" fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the "Automatic Aid" fire company will be made by computer aided dispatch according to mutually satisfactory boundaries as approved by the respective Fire Chiefs of each party.

2. Any dispatch of equipment and personnel or chief officers 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 Fire Department or medical Apparatus. Such responding company must respond with no fewer than two firefighters on board. Chief officers, Paramedic and police units may respond as single source unit with one person.
- c. The "Automatic Aid" fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. 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 fire;
 - iii. Special considerations of life safety;
 - iv. Incident Channel assignment;
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy, UFRA CTC program, and as practiced under Davis local guidelines and standard operating procedures (SOP's). The responding "Automatic Aid" fire company shall report to the Incident Commander at the location to which the equipment is dispatched, and shall be subject to the orders of that commander.
- f. The responding "Automatic Aid" fire 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 fire protection to its own jurisdiction, such need to be the sole determination of the responding organization.
- 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 as a consequence 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 will go into effect on _____ day of _____, 2013, which is the date of the last resolution of a governing body approving this Agreement, and shall be in full and effect between the parties for a period not exceeding 50 years, unless terminated by any one party. 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 by resolution of the city councils of the above mentioned cities, and by the Executive Board of Davis County Fire Services Area District's, prior to the effective date, and in accordance with the provisions of Section 11-13-9, Utah Code Annotated, in 1953, as amended, and be submitted to and approved by an authorized attorney for each party.

11. Counterparts

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties here to have executed this agreement or a counterpart to it on the dates indicated next to their signature.

DAVIS COUNTY

BY: _____
Chairman
Davis County Board of County Commissioners
Date: _____

ATTEST

Steve R. Rawlings
Davis County Clerk/Auditor

Attorney Review

The undersigned, the authorized attorney of Davis County, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Davis County Attorney

CLINTON CITY

BY: _____

Mayor

Date: _____

ATTEST

Clinton City Recorder

City Attorney Review

The undersigned, the authorized attorney of Clinton City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Clinton City Attorney

FARMINGTON CITY

BY: _____

Mayor

Date: _____

ATTEST

Farmington City Recorder

City Attorney Review

The undersigned, the authorized attorney of Farmington City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Farmington City Attorney

KAYSVILLE CITY

BY: _____

Mayor

Date: _____

ATTEST

Kaysville City Recorder

City Attorney Review

The undersigned, the authorized attorney of Kaysville City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Kaysville City Attorney

LAYTON CITY

BY: _____

Mayor

Date: _____

ATTEST

Layton City Recorder

City Attorney Review

The undersigned, the authorized attorney of Layton City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: November 15, 2013



Layton City Attorney

NORTH DAVIS FIRE DISTRICT

BY: _____

Board Chairman

Date: _____

ATTEST

District Clerk

District Attorney Review

The undersigned, the authorized attorney of North Davis Fire District, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

North Davis Fire District City Attorney

SUNSET CITY

BY: _____

Mayor

Date: _____

ATTEST

Sunset City Recorder

City Attorney Review

The undersigned, the authorized attorney of Sunset City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Sunset City Attorney

SYRACUSE CITY

BY: _____

Mayor

Date: _____

ATTEST

Syracuse City Recorder

City Attorney Review

The undersigned, the authorized attorney of Syracuse City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

Syracuse City Attorney

SOUTH DAVIS METRO FIRE AGENCY

BY: _____

Board Chairman

Date: _____

Agency Attorney Review

The undersigned, the authorized attorney of Clinton City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

South Davis Metro Fire Agency City Attorney

SOUTH WEBER CITY

BY: _____
Mayor
Date: _____

ATTEST

South Weber City Recorder

City Attorney Review

The undersigned, the authorized attorney of South Weber City, Utah, has reviewed the foregoing interlocal automatic aid agreement and finds it to be in proper form and compliance with state law.

Date: _____

South Weber City Attorney