

## **OGDEN CANYON FIRE HYDRANT INSTALLATION AND MAINTENANCE AGREEMENT**

This agreement between Weber County (the "County"), a body politic of the State of Utah, and Ogden City ("City"), a Utah municipal corporation, and the Weber Fire District (the "District"), a body politic of the State of Utah takes effect on the date it is signed by the last party to sign.

WHEREAS, City owns and operates a culinary water system that includes a 24-inch transmission line running through Ogden Canyon; and

WHEREAS, a number of properties in Ogden Canyon receive culinary water from City even though they are not within City's boundary and they are not part of City's designated water service area; and

WHEREAS, residents and properties within Ogden Canyon are part of District's jurisdictional boundaries; and

WHEREAS, City provides first response emergency and firefighting services to a portion of Ogden Canyon through an Automatic Aid Agreement; and

WHEREAS, County provides county services to residents and properties within Ogden Canyon; and

WHEREAS, City has undertaken a construction project within Ogden Canyon to install meter vaults at certain locations where multiple property owners share a single service connection to the City's 24 inch waterline; and

WHEREAS, District and County desire to improve the District's ability to provide fire protection services at several locations within the canyon adjacent to the locations where City is installing meter vaults, including the Fairmount Subdivision, the Cobbles Condominiums and the Ogden Canyon Wildwood Estates Subdivision; and

WHEREAS, City will install the necessary piping and fire hydrants desired by County and District; and

WHEREAS, the parties anticipate that the hydrants may, at some point in the future, be owned and maintained by the respective property owners who share ownership of the common service connection.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Subject to the provisions of this Agreement, City will include the following betterment work items into the above referenced meter vault project:

Description of Work: To install three (3) fire hydrants in Ogden Canyon for District's use with protective bollards. Work includes all materials, labor and equipment. The three locations are at or near:

Fairmount Subdivision Bridge;  
Cobbles Condominium Bridge; and  
Ogden Canyon Wildwood Estates Subdivision Bridge

2. County and District will each reimburse the City for one-half of the actual cost of the fire hydrant assemblies within twenty-one (21) calendar days of being sent an invoice from City. (For example, if the total cost of all three fire hydrant assemblies were \$15,000.00 – County would pay City \$7,500 and District would pay City \$7,500). City will pay the cost of installing the fire hydrants. City anticipates completing the work by September 30, 2023.
3. Notwithstanding the cost sharing arrangement described in paragraph 2, City shall retain ownership of the fire hydrants. City does not guarantee that it will retain ownership of the hydrant and may, for example, transfer ownership of the fire hydrants to a community water system serving the respective community.
4. For so long as Ogden City retains ownership of a fire hydrant described herein, District will at its own expense maintain the hydrants as described in Exhibit A, attached hereto. In the event that a hydrant is significantly damaged or destroyed and needs to be replaced, as determined by the City, County agrees to reimburse the City for the actual cost of replacing the damaged or destroyed fire hydrant assemblies. County further agrees to provide such reimbursement within twenty-one (21) days of being sent an invoice from City.
5. Unless City provides advance written consent, and subject to any conditions provided in such consent, District and County will not use the hydrants, or allow or authorize their use by others, for any purpose other than for emergency firefighting operations. This restriction includes, but is not limited to, allowing the hydrants to be used for providing construction water.
6. City may limit or discontinue service to a hydrant at such times as construction or other work on City's water system requires a shut down of the 24-inch main or if City determines, at its sole discretion, that a hydrant constitutes a threat to the operation or safety of the City's 24 inch pipe or the City's water system. City shall notify District of the discontinued service and the reason for such discontinuance promptly after taking such action and any conditions by which the fire hydrant may be put back into service. This provision shall survive the expiration or completion of this Agreement.
7. The City shall, as part of the cost of installation of the hydrants, obtain and comply with all ordinary and necessary permits and approvals in performing any work described or anticipated in this Agreement.
8. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions or those of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
9. This agreement shall terminate as to each fire hydrant at such time as City transfers ownership of the hydrant.

10. This agreement may be amended only by mutual agreement of the parties, in writing.
11. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all such counterparts shall together constitute and be one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange and sign this agreement through electronic or digital signatures, electronic mail or mailed counterparts of the signature pages, which shall be valid, binding and admissible as though original.

WEBER COUNTY


Attest:

  
RICKY HATCH  
Clerk/Auditor



Attest:

  
Lee Ann Peterson  
Chief Deputy Recorder

  
Gage Froerer  
County Commission Chair

Date

Commissioner Froerer voted  
Commissioner Harvey voted  
Commissioner Bolos voted

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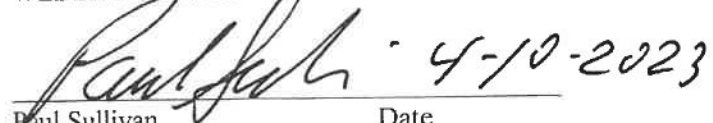
OGDEN CITY

  
Michael P Caldwell (May 4, 2023 11:25 PDT)

Mike Caldwell  
Ogden City Mayor

Date May 4, 2023

WEBER FIRE DISTRICT

  
Paul Sullivan  
Fire Chief

Date

Attest:

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**Exhibit A**  
**Ogden Canyon Hydrant Maintenance Program**

**Objective**

1. To inspect the hydrant annually to ensure that the hydrant caps open and close properly.
2. Make sure there are no obstructions that could impede the use of the hydrant.

**Procedure**

1. Remove any obstructions, including snow, and vegetation from around the hydrant.
2. Inspect the hydrant for issues such as gaskets, damaged break away flanges, and ease of operation including all caps will turn freely.
3. Remove each cap and inspect threads of both hydrant and cap for any type of galling, and damaged threads.
4. Apply food grade silicone-based aerosol lubricant to hydrant threads only.
5. Reinstall each cap one half turn past hand tight.
6. Report any issues to the Ogden City water utility maintenance supervisor 801-629-8363.

**Benefits and Goals**

This ensures that each hydrant is accessible, free of vegetation and debris along with finding any potential issues that need to be repaired.