PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JANUARY 22, 2004

Present: **Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan**

Tom Bakaly, City Manager; Kent Cashel, Transportation Director; Gary Hill, Analyst; Michelle Barrus, Special Events and Facilities Manager; and Mark Harrington, City Attorney

1. **Council questions and comments.** Council member Calvert reported that she received a number of comments recently about motorists running the stop sign at Monitor and Lucky John Drive. She attended a recreation complex task force meeting during the week and noted how much she is enjoying Sundance. Ms. Cone relayed that she has received mixed opinions from the Main Street merchants on the barricade system this year; she personally felt it worked fine and was worth trying. Jim Hier spoke about the visit to the Legislature yesterday and added that he believes the barricades are working well for Sundance Festival pedestrians. Council member Erickson thanked staff for the informative Spiro Treatment Plant report. Joe Kernan relayed that he received a complaint from a resident in Silver Meadows about other people parking in the neighborhood. The Mayor recalled that this person is concerned about high school students parking there. In response to a question from Jim Hier, Mr. Kernan explained that the neighborhood is close to high traffic generators like the schools and the Eccles Center, and there is no system to manage parking. Kent Cashel explained that the City is investigating the situation and acknowledged the impacts of special events. The traffic calming committee met with the neighborhood and there were differing opinions among residents. The Mayor brought up the fact that the street is public and available for parking and Mr. Cashel admitted that it is not illegal for students to park there. Mayor Williams commended the various City departments who have worked very hard to keep the Sundance Festival running smoothly.

The Mayor reported that the delegation from Moab will not be here tonight, but a visit will be rescheduled.

2. **Legislative update.** Gary Hill distributed a list of bills and discussed HB25 which requires cities to adopt policies protecting private information obtained over the internet. HB 36, 911 system, contemplates increases in fees to purchase and install infrastructure to locate emergencies called in on wireless telephones, which is supported by the Chief of Police. Mr. Hill encouraged the Council to advise changes in positions when warranted. SB 13, resort communities tax amendments, relates to clarifications in transient room capacity and standards to make sure communities qualify under amended standards. Park City is in support as it generates about $4 million annually in resort cities tax.

Mr. Hill continued to report that SB 19 deals with sales tax exemptions for renewal energy generating systems. This effort is to promote these types of facilities in the state and economic development in general. He emphasized that these organizations will not be exempted from clean air and water standards. Mayor Williams asked that the "no position" on this bill be changed to "support" from Park City. There was discussion about exemptions for wind generators, for instance, and Joe Kernan raised concern about exempting activities resulting in negative environmental impacts, like burning certain toxic wastes. Mr. Hill clarified that this bill relates to renewable energy sources and there is specific qualifying criteria, i.e., geo-thermal, wind power, hydroelectric, and/or waste to energy programs. Marianne Cone commented on solar power tax credits available in the '70s. Mayor Williams discussed hosting a wind farm conference at some point in Park City and encouraging our participation in promoting a national program. Jim Hier asked if the exemption from sales tax for manufacturing machinery and equipment to organizations creating jobs is still available and Mr. Hill answered that he wasn't sure. Council requested updates on this legislation.

Mr. Hill described HB78, exemptions to residential property, which really deals with exemptions for cabin owners, opposed by both Park City and the ULCT. SB9, property rights amendments, expands the power of the state ombudsman with respect to takings issues. SB121, local sales and use tax distribution task force, deals with the 1% resort cities option tax, to create a task force to analyze increasing the allocation based on population from 50% to 75%. He explained that we have indicated "no position" on this bill since Park City will be represented on the task force. The City Manager pointed out that he will be serving on the committee and explained the potential negative impacts on Park City if there is a shift to population rather than point of sale and touched on philosophical issues, including poor municipal planning or lack of inter-jurisdictional cooperation.

Gary Hill stated that the last unnamed bill deals with tourism funding. It proposes a 1/4% to 1/2% transient room tax, a new 1/4% restaurant tax, and a $3.5 million contribution from the state's general fund to create a funding source to be used for tourism. Mr. Hill believed the Park City Chamber/Bureau Board of Directors will be rendering a formal position on this bill next week but there is concern about this state-wide proposal being the best use for these funds and potential future conflicts. There was discussion about the importance of this bill and Tom Bakaly commented on the possibility of imposing a municipal transient room tax as an additional source of revenue. Jim Hier requested information on the difference in revenue generation between imposing a restaurant tax or transient lodging tax. He felt Park City should not take a position until this information is available as well as clarity of how these state-wide funds will be spent.

In response to a question from the Mayor, Mr. Hill explained that there is no bill yet about consolidating elections. Mark Harrington added that staff is also following SB23 regarding amendments to the employees discharge and appeals board and will keep Council members informed. Mayor Williams thanked Mr. Hill for his diligent efforts at the Legislature.

3. **Mayor's update on Blue Sky Program.** The Mayor reported on new local participants in the program and an upcoming media blitz to recruit more participation. Marianne Cone suggested recognizing individuals in the paper. There was discussion about the Blue Sky program fund being separate and independent of Utah Power.

4. **Review of regular meeting – master festival licenses.** Michelle Barrus explained the first event including a snowmobile exhibition from 5 p.m. to 7 p.m. at PCMR on February 7. There are minimal City services required and no requested fee waiver. Kay Calvert asked the scope of marketing the event. Ms. Barrus believed the Chamber was promoting the event as part of its Winter Fest Week. There was discussion about the process of waiving fees for events.

The second event is proposed to be held in Park City on February 28 after the Ski Jump World Cup event at the Olympic Winter Park. The celebration proposes closing Heber Avenue from Park Avenue to Main Street where a stage will be installed for a band performance from 3 p.m. to 5 p.m. Adjacent businesses have been contacted and there is no fee waiver request; any associated costs would be billed to USSA. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 22, 2004

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, January 22, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Michelle Barrus, Special Events and Facilities Coordinator.

II COMMUNICATIONS FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

The Mayor invited the public to comment on any matter of City business. Phyllis Robinson pointed out that Park City was recognized as a "best practices of local government" candidate in an affordable housing publication.

IV WORK SESSION NOTES AND MINUTES OF MEETING JANUARY 8, 2004

Joe Kernan and Marianne Cone submitted minor wording corrections. Kay Calvert, "I move approval of the work session notes and minutes of the meeting of January 8, 2004, as corrected". Jim Hier seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Master Festival License for 40th Anniversary Celebration to be held on February 7, 2004 – Park City Mountain Resort – Michelle Barrus explained that staff recommends the approval of the MFL as outlined in the staff report, however, there is no fee waiver requested as noted in the report. Joe Kernan disclosed that his companies have recycling contract relationships with both PCMR and USSA but he will discuss and vote on both matters. Hearing no further questions or comments from the Council or the audience, the public hearing was closed.

2. Master Festival License – Ski Jump World Cup Apres' Ski Celebration to be held on February 28 – USSA – Ms. Barrus stated that the second MFL is for a celebration on Heber Avenue and Main Street, as conditioned in the staff report. Staff recommends approval. Hearing no further questions or comments from the Council or the audience, the public hearing was closed.

VI CONSENT AGENDA

Jim Hier, "I move we approve the Consent Agenda Items 1 and 2". Marianne Cone seconded. Motion carried unanimously.

1. Master Festival License for 40th Anniversary Celebration to be held on February 7, 2004 – Park City Mountain Resort – See staff report, work session notes, and public hearing.

2. Master Festival License – Ski Jump World Cup Apres' Ski Celebration to be held on February 28 – USSA - See staff report, work session notes, and public hearing.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager. Jim HIer, "I move to close the meeting to discuss personnel". Candace Erickson seconded. Motion carried unanimously. The meeting opened at approximately 4:45 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

City Council Staff Report

Special Events and Facilities

PARK CITY 1884

Author: Michelle Barrus, Analyst
Subject: PCMR 40TH ANNIVERSARY
Date: January 22, 2004
Type of Item: Master Festival License Application

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and consider approving the license for Park City Mountain Resort's 40th Anniversary Celebration, as conditioned, on February 7, 2004, at Park City Mountain Resort.

Description:

Topic:
Review of the Master Festival License Application, submitted by the Park City Mountain Resort for their 40th Anniversary Celebration February 7, 2004, at Park City Mountain Resort.

Background:
The Master Festival License application submitted by Park City Mountain Resort requests approval for the 40th Anniversary Celebration to be held on February 7, 2004 at Park City Mountain Resort.

This event will begin at 5:00 pm and end at 7:00 pm. It will include food and beer concessions as well as a freestyle snowmobile exhibition where snowmobiles jump off ramps and platforms. This will be a family and community oriented event to celebrate the 40th Anniversary of Park City Mountain Resort and will be free to the public. The idea is to then encourage the crowd to head to Main Street for the Chamber's fireworks display and to dine and shop in Park City.

Analysis:
The City Council, per the Municipal Code, reviews all new applications for Master Festival Licenses and shall either approve, approve with conditions or deny the applications. The 40th Anniversary Celebration is being reviewed as a new application.

<u>Parking and Transportation</u>
It is anticipated that with the estimated crowds for this event, there will be ample parking on site at the resort. If needed, electronic signs will direct overflow to City Park and the High School. It is unlikely that will occur.

<u>Security</u>

A crowd size between 1,500 and 2,000 people are expected to attend the 40th Anniversary celebration. Volunteers or private security will be used to man this event.

Temporary Structures
A plan will be submitted for generators and additional lighting to the Building Department for permitting by February 1, 2004.

Department Review:
This event has been reviewed by the Legal Department, Special Events and Facilities Department, and the City Manager's office.

Alternatives:

Approve the Request:
Approve the Master Festival License, as conditioned by staff, allowing PCMR 40th Anniversary Celebration on February 7th, 2004, at Park City Mountain Resort.

Deny the Request:
Deny the Master Festival License, thereby preventing PCMR 40th Anniversary Celebration on February 7th, 2004, at Park City Mountain Resort.

Continue the Item:
The City Council may continue the hearing for more information and discussion.

Modify the Request:
Modify the parameters of the event and approve the Master Festival License, allowing PCMR 40th Anniversary Celebration on February 7th, 2004, at Park City Mountain Resort.

Recommendation:
Staff recommends approval of the Master Festival License and Fee Waiver for the PCMR 40th Anniversary Celebration on February 7, 2004, at Park City Mountain Resort, based on the following:

Findings of Fact:

1. PCMR 40th Anniversary Celebration will be held at Park City Mountain Resort on February 7, 2004. The event will include celebrations from 5:00 pm until 7:00 pm on the hill at PCMR with food and beer concessions and an extreme snowmobile show.
2. The conduct of PCMR 40th Anniversary Celebration will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
3. PCMR 40th Anniversary Celebration will not require the diversion of so great a number of police, fire, or other essential public employees from

their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

4. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. Only the fireworks portion of the Winterfest Master Festival Licenses has been approved for this timeframe, which will take place over Main Street and therefore PCMR 40th Anniversary Celebration will not substantially interfere with the license that has already been granted or with the provision of City services in support of other such events or governmental functions.
6. The organizer is providing sanitation, security, and adequate insurance for the event.
7. PCMR 40th Anniversary Celebration will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant does not demonstrate an inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Invoice Attached.

PARK CITY
1884

INVOICE

Special Events Department
P.O. Box 1480
Park City, UT 84060

City Council Staff Report

Special Events and Facilities

PARK CITY 1884

Author: Michelle Barrus
Subject: SKI JUMPING WORLD CUP
Date: January 22, 2004
Type of Item: Master Festival License Application

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and consider approving the license for Ski Jumping World Cup Apres Ski Event, as conditioned, on February 28, 2004, at Heber and Main Street.

Description:

Topic:

Jumping World Cup Apres Ski Event on February 28, 2004, at Heber Avenue and Main Street.

Background:

Approximately 1000 people are expected to attend this event. Volunteers or private security will be used to maintain crowd control.

Temporary Structures
For this event there will be a tent and a stage and some lighting. Building permits will be required for all temporary structures associated with this event. All information regarding temporary structures will be submitted to the Building Department for permitting.

Department Review:
This event has been reviewed by the Legal Department, Special Events and Facilities Department, and the City Manager's office.

Alternatives:

Approve the Request:
Approve the Master Festival License, as conditioned by staff, allowing Ski Jumping World Cup Apres Ski Event on February 28th, 2004, at Heber Avenue and Main Street.

Deny the Request:
Deny the Master Festival License, thereby preventing Ski Jumping World Cup Apres Ski Event on February 28th, 2004, Park Avenue and Main Street.

Continue the Item:
The City Council may continue the hearing for more information and discussion.

Modify the Request:
Modify the parameters of the event and approve the Master Festival License, allowing Ski Jumping World Cup Apres Ski Event on February 28th, 2004, Park Avenue and Main Street.

Recommendation:
Staff recommends approval of the Master Festival License and Fee Waiver for the Ski Jumping World Cup Apres Ski Event on February 28th, 2004, at Park Avenue and Main Street, based on the following:

Findings of Fact:

1. Ski Jumping World Cup Apres Ski Event will be held at Park Avenue and Main Street on February 28th, 2004. The event includes live music and entertainment from 3:00 until 5:00 pm.

2. The conduct of Ski Jumping World Cup Apres Ski Event will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue. It will however, redirect traffic from Heber Avenue down to 7th Street for 2 hours

3. Ski Jumping World Cup Apres Ski Event will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.

4. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.

5. No other Master Festival Licenses has been approved for this timeframe. Therefore Ski Jumping World Cup Apres Ski Event will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.

6. The organizer is providing sanitation, security, and adequate insurance for the event.

7. Ski Jumping World Cup Apres Ski Event events will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.

8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant does not demonstrate an inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

9. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses.

<u>Conclusions of Law</u>:

The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

<u>Conditions of Approval</u>:

1. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by February 10, 2004.

2. The applicant shall comply with all Summit County Health Department requirements for sanitation and food vendors.

3. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to

ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.

4. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

the numerator of which is the amount of water delivered to Park City Water through the Lost Creek Canyon Project and the denominator of which is the total amount of water Mountain Regional delivers through the Lost Creek Canyon Project in a given calendar year

In each calendar year, Park City shall pay to Mt Regional thirty-eight percent (38%) of the capital and depreciation costs of the Lost Creek Canyon Project over and above the capital and depreciation costs paid by Promontory. The Parties agree that contributions to capital and depreciation costs may not be carried over into a subsequent calendar year, and that there shall be no retroeffective application of payments made by either Party.

D. Expansion of Capacity in the Lost Creek Canyon Project. The Parties agree that any necessary expansion of the Lost Creek Canyon Project will be financed by the respective Parties in proportion to the additional amount of water being delivered to each Party through the Lost Creek Canyon Project. as a result of the expansion.

SECTION II. SUMMIT COUNTY PROJECT

A. Project Description. The Parties anticipate that the Summit County Project will consist generally of a pipeline and pump designed to deliver water from a source outside of the Snyderville Basin to the service areas of Mountain Regional and Park City Water.

1. **BOR Project. In the event the BOR concludes its Feasibility Study and is willing to construct the Summit County Project, the Parties anticipate that the BOR will design and construct the project after which it will be owned and operated by Weber Basin, Park City Water, and/or Mountain Regional. Park City Water and Mountain Regional will pay the cost of the Summit County Project through water sales agreements and petitions with Weber Basin.**

2. Independent Project. In the event the Summit County Project is not designed and constructed by the BOR, the Parties anticipate that the Summit County Project may be owned and operated by Weber Basin, Park City Water, and/or Mountain Regional. Park City Water and Mountain Regional will cooperate with Weber Basin in the construction of the Summit County Project. All costs and expenses incurred by Park City Water and Mountain Regional in the development and construction of the Summit County Project, including, but not limited to, legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, including labor and materials, reimbursement of Weber Basin's costs, and debt service costs (including interest) shall become a

part of the Summit County Project.

B. Allocation of Summit County Project Water. Subject to the terms, conditions and limitations of the water sale contracts and petitions entered into with Weber Basin, the Parties agree that Park City and Mountain Regional will enter into contracts with Weber Basin to purchase on a take-or-pay basis 2,500 acre feet each of water developed by the Summit County Project.

SECTION III. PARK CITY WATER AND MOUNTAIN REGIONAL

A. Park City Water. All facilities other than the Lost Creek Canyon Project necessary to be constructed or otherwise provided by Park City Water to receive, transport and deliver water from the Summit County Project into Park City Water's culinary and irrigation water system, shall be acquired, designed, constructed, owned, operated, maintained, repaired and replaced by Park City Water at its sole cost and expense.

B. Mountain Regional. All facilities necessary to be constructed or otherwise provided by Mountain Regional to receive, transport and deliver water from the Summit County Project into Mountain Regional's culinary and irrigation water system, shall be acquired, designed, constructed, owned, operated, maintained, repaired and replaced by Mountain Regional at its sole cost and expense. Mountain Regional agrees to assist Park City Water in obtaining easements through Promontory required for the transportation of water from the Summit County Project to the service area of Park City Water.

C. Reciprocal Wheeling Agreement. Each Party agrees to allow the wheeling of water through their respective water distribution systems to the extent there is available capacity. The Parties agree to charge a wheeling fee which represents the actual cost of providing such capacity and transporting such water.

D. Areas of Cooperation. Park City Water and Mountain Regional agree to work together to maximize their effectiveness in approaching Congress and federal agencies. The Parties further agree that neither Park City Water nor Mountain Regional shall pursue alternative importation projects or funding that could jeopardize the construction or funding of the Summit County Project. The Parties further agree to coordinate their efforts with Weber Basin and to work with Weber Basin and the BOR to amend the federal enabling legislation as required for the Summit County Project.

E. Additional Water Rights. Park City Water will make available to Mountain Regional those Park City water rights that may assist Mountain Regional in expanding the use of the Lost Creek Canyon Project and/or other Mountain Regional sources.

SECTION IV. DEVELOPMENT OF OTHER SOURCE CAPACITY

The Parties acknowledge and agree that the Summit County Project will be constructed to fulfill the intent of the 1996 MOU. Accordingly, the Parties agree that the Summit County Project shall comprise Phase II of the project contemplated in the 1996 MOU.

SECTION V. INTEGRATION, TERMINATION OF MOU

This Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and specifically supersedes the MOU and any and all other prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof. By this Agreement, the MOU is terminated and of no further force or effect.

SECTION VI. MISCELLANEOUS PROVISIONS

A. <u>Binding Effect</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

B. <u>Assignment Limited</u>. No assignment or other transfer of this Agreement or any part thereof or interest therein shall be valid unless and until approved by Weber Basin's Board of Trustees.

C. <u>Attorney's Fees</u>. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

D. <u>Severability</u>. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

E. <u>Captions</u>. The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

F. <u>Construction</u>. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

G. <u>Further Action</u>. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

H. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

I. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

J. No Third Party Beneficiaries. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

K. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

L. Termination of Agreement. This Agreement may not be terminated without the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.