

AGREEMENT #A02-2023

INTERLOCAL AGREEMENT

between

WEBER COUNTY

and

NORTH OGDEN CITY

for survey related services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and NORTH OGDEN CITY ("City"), a municipal corporation in Weber County. County and City may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, City desires to use the Weber County Recorder/Surveyor's Office for Subdivision Reviews, and Additional Survey services; and

WHEREAS, County has the resources is capable of providing the activities requested by City as described in this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- The Weber County Surveyor's Office ("Surveyor") agrees to review all plats of proposed subdivisions within the city limits, for North Ogden City, to help ensure compliance with the survey related requirements of U.C.A. 1953, § 17-27a-6, U.C.A. 1953, § 10-9a-6, and Weber County Code Title 106 as applicable.
 - Surveyor agrees to provide monument services for new land survey monuments in each subdivision, within the city limits, for North Ogden City, through the Monument Improvement Agreement Permit Process outlined in Weber County Code Title 45.

- City may request additional surveys or survey related services from Surveyor. Any additional services requested by City will be agreed upon after consultation between the City and the County defining the scope of services to be performed and total sum for each request.
- All services provided pursuant to this section shall be at the request of City and subject to the discretion of the Surveyor.

2. EFFECTIVE DATE

This Agreement shall be effective upon execution and shall continue for a period of 5 years (“Term”). The parties may extend the Term of this Agreement for an additional 5 years in the form of an amendment executed by the parties.

County and City reserve the right to review this Agreement during the Term or additional terms regarding performance and cost and may negotiate costs and additional or amended service elements. Any changes to this Agreement shall be in a written amendment executed by the parties.

3. TERMINATION

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. CONSIDERATION

- The subdivider shall pay to Weber County the fee of \$400 + \$25 per lot; or + \$50 per condo unit for any subdivision review consisting of 2 reviews, each additional review may be subject to a \$75 excessive review fee. Additional fees will be collected and escrowed for the monuments to be built in each subdivision. Payment shall be made directly to the Weber County Surveyor's Office by the subdivider prior to the start of any review.
- Specific survey services outside of subdivision reviews will be done on a lump sum basis in an amount agreed upon between the City and Surveyor.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and City under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and City of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. County and City are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

12. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

16. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
WEBER COUNTY COMMISSION CHAIR

By: [Signature]
NORTH OGDEN CITY

Date: _____

Date: February 28, 2023

Commissioner Harvey voted _____
Commissioner Bolos voted _____
Commissioner Froerer voted _____

Attest: _____
Weber County Clerk/Auditor



Attest: [Signature]
Susan L. Nance
City Recorder

Approved as to form

[Signature]
Approved as to form

Date

3-1-23
Date