

**AGREEMENT #A12-2021
AN INTERLOCAL AGREEMENT
FOR SURVEY RELATED SERVICES**

This Agreement, is made and entered into by and between Weber County, a body politic and political subdivision of the State of Utah, (hereinafter “County”), and the City of North Ogden, (hereinafter “North Ogden”), a municipal corporation in Weber County, State of Utah, (hereinafter jointly referred to as “Participants and /or Parties”).

RECITALS

WHEREAS, North Ogden desires to use the Weber County Surveyor’s Office for subdivision review and monument preservation services; and

WHEREAS, County has the resources and licensed professional land surveyors on staff to provide such services for North Ogden; and

WHEREAS, the Participants hereto have negotiated the terms of this Agreement and determined that the terms are mutually beneficial to each participant;

NOW THEREFORE, in consideration to the mutual promises and covenants contained herein, the Participants agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

- 1.01** The Weber County Surveyor (“Surveyor”) agrees to review all plats of proposed subdivisions within the city limits, for North Ogden, 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.
- 1.02** Surveyor agrees to provide monument preservation services for existing land survey monuments within the city limits, for North Ogden, through the Monument Encroachment Permit Process outlined in Weber County Code Title 45.
- 1.03** All services provided pursuant to this section shall be request of North Ogden and in accordance with the availability of personnel in the Surveyor’s Office.

**SECTION TWO
COMPENSATION FOR SERVICES**

- 2.01** North Ogden shall pay to Weber County the fee of \$350 for any subdivision review with 19 lots or less. Any subdivision review with 20 lots or more will be done with a fee of \$450, additional fees will be escrowed for the monuments to

INTERLOCAL AGREEMENT FOR
SURVEY AND MAPPING SERVICES

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.

**SECTION THREE
TERMINATION OF PREVIOUS AGREEMENT,
EFFECTIVE DATE AND DURATION OF AGREEMENT**

3.01 This Agreement shall be effective upon approval of a duly authorized resolution by the Parties hereto and shall continue until December 31, 2022. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**SECTION FOUR
INTERLOCAL AGREEMENT**

4.01 In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, North Ogden and County (for purposes of this section, each a "Party" and collectively the "Parties") agree as follows:

- (a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to § 11-13-202.5 of the Interlocal Act ;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the District manager and the County Surveyor, acting as a joint board. 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, and 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.

**SECTION FIVE
MISCELLANEOUS**

INTERLOCAL AGREEMENT FOR
SURVEY AND MAPPING SERVICES

- 5.01 Privileges and Immunities.** All privileges and immunities which surround the activities of municipal and county officers and employees shall continue in full force and effect even though survey services may be conducted for and on behalf of North Ogden by County personnel pursuant to this Agreement.
- 5.02 Employment Status.** It is the intent of this Agreement that any staff supplied by the County to North Ogden shall be deemed to be employees of the County for all purposes, including, but not limited to, workman's compensation, social security, employment insurance, and other benefits in force in behalf of County employees.
- 5.03 Indemnification.** It is mutually agreed that North Ogden and County each assume liability for the negligent or wrongful acts committed by their own agents, officials, or employees. Neither County nor North Ogden waives any right or defenses otherwise available under the government immunity act. Each Party shall indemnify and hold harmless the other Party from all claims that arise as a result of the negligence or fault of the Party, its officers, agents, and employees.
- 5.04 Amendment.** This Interlocal Agreement can be changed, modified or amended by written agreement of the participants, upon adoption of a resolution by each of the participants when approved as to form by the Weber County Attorney and the North Ogden City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 5.05 Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- 5.06 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 5.07 Administration.** North Ogden and County do not intend and do not create any separate legal entity to provide for the administration of this Agreement. This Agreement shall be administered by the governing body of each Party and each Party shall appoint one person as an administrative contact to facilitate the performance of this Agreement.
- 5.08 Counterparts.** This Agreement may be executed in counterparts by North Ogden and the County.
- 5.09 No Separate Entity and No Joint Property.** This Agreement does not create an interlocal entity and the Parties do not intend to acquire any joint property as a result of entering into this Agreement.

5.10 Severability. If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

5.11 Notices. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the following respective addresses:

If to County: Weber County Recorder/Surveyor's Office
2380 Washington Blvd., Ste. 370
Ogden, UT 84401

If to North Ogden: City Recorder
505 E. 2600 N.
North Ogden, UT 84414

IN WITNESS THERE OF the parties have hereunto set their hands as of the 16th day of December, 2021

CITY OF North Ogden

D. Neal Decker
North Ogden Mayor

ATTEST:

D. J. France
North Ogden City Recorder



APPROVED AS TO FORM AND AS COMPATIBLE WITH THE STATE LAW:

A. [Signature]
North Ogden City Attorney

INTERLOCAL AGREEMENT FOR SURVEY AND MAPPING SERVICES

Board of County Commissioners
of Weber County

Gage Froerer, Chair

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

APPROVED AS TO FORM AND AS
COMPATIBLE WITH THE STATE LAW:

Deputy Weber County Attorney