

**AN INTERLOCAL AGREEMENT BETWEEN
WEST HAVEN CITY AND WEBER COUNTY PROVIDING
FOR ROAD MAINTENANCE AND STORM DRAIN SERVICES**

This Agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County," and West Haven City, a municipal corporation of the State of Utah, hereinafter referred to as "City."

WHEREAS, the City desires to make the most cost effective use of tax dollars for road maintenance and storm drain services; and

WHEREAS, the City has limited resources available to perform these tasks; and

WHEREAS, the City has entered into negotiations with the County to obtain the County's assistance with road maintenance and storm drain services, subject to the County's ability and willingness to provide the services; and

WHEREAS, the City and the County have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**SECTION ONE
PURPOSE OF AGREEMENT**

1.01 The County, through its Community Development Department, agrees to furnish services related to road and storm drain maintenance, using the equipment listed in Exhibit A, within the City upon the City's direction and request. At the sole discretion of the County, the County may decline to perform any requested service at any time, for any reason. Exhibit A is attached hereto and hereby incorporated into this Agreement.

1.02 The work shall be done within the time agreed upon between the County and the City.

**SECTION TWO
PROBLEM RESOLUTION**

2.01 The City's Public Works Director shall make regular contact with the County's Roads Division Director to discuss and resolve any problems or concerns related to road maintenance and storm drain services provided by the County.

**SECTION THREE
EQUIPMENT AND LABOR**

- 3.01** For the purpose of performing the services specified herein, at the cost for labor and equipment as specified on Exhibit A, the County shall furnish and supply all necessary labor, supervision, and equipment reasonably necessary to provide the services.

**SECTION FOUR
AUTHORITY AND EMPLOYMENT STATUS**

- 4.01** For the purpose of performing all the services pursuant to this Agreement, County employees shall be considered County employees and not employees of the City.

**SECTION FIVE
INDEMNIFICATION BY COUNTY**

- 5.01** The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and save the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents, and employees.

**SECTION SIX
INDEMNIFICATION BY CITY**

- 6.01** The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall indemnify and save the County free and harmless from all claims that arise as a result of the negligence or fault of the City, its officers, agents, and employees.
- 6.02** The City shall also be responsible for and shall defend and indemnify the County against any and all claims relating to the negligent design, negligent maintenance, negligent signing, or negligent repair of roads or storm drains within the City, provided the County has maintained or otherwise worked on the road or storm drain in accordance with City specifications. The indemnification requirement of this paragraph shall not apply if the County fails to make agreed upon repairs within the agreed upon time period.

**SECTION SEVEN
PERIOD OF AGREEMENT**

- 7.01** Unless sooner terminated as provided for herein, this Agreement shall be effective April 1, 2025, and shall run until December 31, 2029.

SECTION EIGHT PAYMENT

- 8.01** The City agrees to pay the County for the work performed in the amount specified in Exhibit A, which may be modified without amendment to this Interlocal Agreement if agreed to by the executive officers of both the City and the County.
- 8.02** The City shall remit payment on the agreement to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by the County. If such payment is not remitted to the County Clerk/Auditor when due, the County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.

SECTION NINE MISCELLANEOUS

- 9.01** Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
- 9.02** Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 9.03** Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the parties.
- 9.04** Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 9.05** No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 9.05** 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.
- 9.06** Resolution of Approval. Each party to this Agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Section 11-13-202.5. If not, this Agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required.
- 9.07** Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to

represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

9.08 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.

9.09 Termination. This agreement may be terminated by either party, with or without cause, upon a 30 day written notice.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original.

West Haven City

By _____
Mayor

Date _____

ATTEST:

City Recorder

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for West Haven, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

Dated this _____ day of _____, _____.

West Haven City Attorney

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Weber County, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

Dated this _____ day of _____, _____.

Weber County Attorney's Office

EXHIBIT A

The equipment and labor rates are per hour, as follows:

<u>Equipment</u>	<u>Cost per hour</u>
Crew Truck	\$50.00
Sign Truck	\$75.00
Fuel Truck	\$75.00
Patch Truck	\$100.00
Water Truck	\$100.00
Distributor Truck	\$120.00
Transport Truck	\$160.00
Dump Truck	\$120.00
Street Sweeper	\$80.00
Backhoe	\$100.00
Loader	\$100.00
Excavator	\$140.00
Mini Excavator	\$85.00
Grader	\$170.00
Drum Roller	\$80.00
Paver	\$200.00
Chipper	\$150.00
Roadside Mower	\$120.00
<u>Labor</u>	\$47.31