

**AN INTERLOCAL AGREEMENT BETWEEN
OGDEN VALLEY CITY AND WEBER COUNTY
FOR THE CONTINUED PROVISION OF PLANNING SERVICES FOR
APPROVED ADMINISTRATIVE ITEMS THROUGH COMPLETION**

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 Ogden Valley 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 administrative planning services; and

WHEREAS, there remain a number of administrative land-use applications that have received final approval but have not yet been fully completed or closed out; and

WHEREAS, the City and the County recognize that these applications must be processed in a timely manner to ensure due process; and

WHEREAS, such land-use applications vested under the County’s ordinances and will continue to be administered in accordance with those laws through completion; and

WHEREAS, the City has entered into negotiations with the County to obtain the County’s assistance in providing administrative planning services to oversee and complete these remaining applications; and

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

WHEREAS, the City agrees to compensate the County as described herein, and the City and the County have agreed that the compensation set forth is reasonable, fair, and adequate for the services to be provided;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

I. SERVICES TO BE PROVIDED

1. The City and the County agree that the County shall retain limited oversight of administrative land-use applications with final approval, as determined solely by the County and set forth in the list attached as Exhibit A. The County shall continue to provide such services in the same manner as administrative planning services are provided in the unincorporated areas of the County. The County shall not accept or process any new land-use applications under this agreement, and the County’s authority

is expressly limited to administrative land-use applications that received final approval prior to the effective date of the incorporation. By way of example and not limitation, the County's oversight may include processing applications through final recording. The City and the County shall work cooperatively to confirm a mutually agreed-upon list of administrative land-use applications over which the County will retain jurisdiction. All such applications shall be processed in accordance with the laws and regulations in effect at the time the underlying land-use application was accepted and vested.

2. The City and the County acknowledge that there are currently a number of open improvement guarantee agreements under which the County holds escrowed funds, letters of credit, or other financial guarantees to secure the installation of public infrastructure. The parties agree that the City will assume jurisdiction and responsibility for the administration of such agreements, including the disbursement of funds, enforcement of obligations, and becoming a party to the applicable agreements. The City and the County shall work cooperatively and in good faith to identify all such agreements and to coordinate the orderly transition of administrative responsibility from the County to the City. The parties further agree to amend this agreement, as necessary, to accomplish this objective.
3. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

II. PERIOD OF AGREEMENT

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until June 30, 2027.

III. PAYMENT

1. Subject to the provisions of this section, the City agrees to pay the County \$89.00 per hour for services provided under this agreement. County employees shall track the time spent providing such services for the City, rounded to the nearest hour each pay period. Any associated fees, including but not limited to the costs of recording plats, shall be paid by the applicant and retained by the County.
2. The County will bill the City monthly by providing an invoice for the services provided. Payment shall be due 30 days after the date of the invoice. If payment is not received by the County Clerk/Auditor on or before the due date, interest shall accrue at the rate of one percent (1%) per calendar month, starting the day after full payment is due.

IV. EQUIPMENT AND LABOR

1. The County shall furnish all necessary labor, supervision, and equipment reasonably necessary to provide the services specified herein.

V. AUTHORITY AND EMPLOYMENT STATUS

1. 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.

VI. INDEMNIFICATION AND LIABILITY

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.

VII. MISCELLANEOUS

1. 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.
2. 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.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. 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.
5. 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.
6. Additional Interlocal Cooperation Act Provisions
 - a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.
 - b. 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.

- c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
 - d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code 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. Otherwise, the party shall approve this agreement through the adoption of a resolution.
 - e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), 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.
 - f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.
 - g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.
7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.
9. Termination.
- a. This agreement may be terminated by either party, with or without cause, by giving 60 days' advance written notice to the other party.

- b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination.
10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this agreement.

OGDEN VALLEY CITY

BY: _____ DATED: _____
Printed Name:
Title:

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
Gage Froerer
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

EXHIBIT A