

**HARRISVILLE CITY  
RESOLUTION 20-13  
INTERLOCAL AGREEMENT FOR SURVEY RELATED SERVICES**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN HARRISVILLE CITY AND WEBER COUNTY FOR SURVEY  
RELATED SERVICES.**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Title 11, Chapter 13, Section 202.5 of the Utah Code annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving interlocal agreements before such agreements may become effective; and


**WHEREAS**, Weber County and Harrisville City have negotiated an Agreement for the purpose of providing survey related services for the City of Harrisville;

**NOW, THEREFORE**, the City Council of Harrisville City hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. Harrisville City imposes upon applicable applicants a fee equal to the fee charged by Weber County for the survey related services. The Mayor of Harrisville City is authorized and directed to execute the Interlocal Agreement for and on behalf of the City.

PASSED AND ADOPTED by the City Council on this 8<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
MICHELLE TAIT, Mayor

ATTEST:

  
\_\_\_\_\_  
JENNIE KNIGHT, City Recorder



Roll call vote is as follows:		
Mr. Hendrix	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Mr. Wilhelmsen	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Mr. Weiss	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Mr. Christensen	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
Mr. Jackson	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office

## **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 Harrisville, (hereinafter "Harrisville"), a municipal corporation in Weber County, State of Utah, (hereinafter jointly referred to as "Participants and /or Parties").

### **RECITALS**

**WHEREAS**, Harrisville 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 Harrisville; 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 Harrisville, 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 services for new land survey monuments in each subdivision, within the city limits, for Harrisville, through the Monument Improvement Agreement Permit Process outlined in Weber County Code Title 45.
- 1.03** All services provided pursuant to this section shall be request of Harrisville and in accordance with the availability of personnel in the Surveyor's Office.

### **SECTION TWO COMPENSATION FOR SERVICES**

- 2.01** Harrisville 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 be

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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, 2021. 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, Harrisville 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**

**5.01 Privileges and Immunities.** All privileges and immunities which surround the activities of municipal and county officers and employees shall continue in full

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force and effect even though survey services may be conducted for and on behalf of Harrisville 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 Harrisville 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 Harrisville and County each assume liability for the negligent or wrongful acts committed by their own agents, officials, or employees. Neither County nor Harrisville 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 Harrisville 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.** Harrisville 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 Harrisville 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, properly 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 Harrisville: Harrisville City  
363 West Independence Blvd.  
Harrisville, UT 84404

IN WITNESS THERE OF the parties have hereunto set their hands as of the  
8th day of September, 2020

CITY OF HARRISVILLE

  
\_\_\_\_\_  
Michelle Tait, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennie Knight, Harrisville Recorder

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

  
\_\_\_\_\_  
Harrisville City Attorney

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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

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