

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between North Ogden City (the "City"), a municipal corporation organized and existing under the laws of the State of Utah, and Weber County (the "County"), a political subdivision of the state of Utah, (collectively the "Parties").

### **RECITALS**

**WHEREAS** the Utah Code Section 11-13-101 et. Seq., the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and,

**WHEREAS** the property at approximately 1500 North Canyon Road is partially in unincorporated Weber County; and,

**WHEREAS** the property owners are partnering with North Ogden City and FEMA to construct a debris basin at the mouth of Flood Canyon (the "Project"); and,

**WHEREAS** the debris basin is located within North Ogden City (12.56 Acres) and there will be additional improvements in the upper Flood Canyon in unincorporated Weber County (approximately 1 acre); and,

**WHEREAS** City desires to exercise development approval over the Project; and,

**WHEREAS** City and County have entered into similar Interlocal agreements; and,

**WHEREAS** County is willing to allow City to exercise development approval over the Project; and,

**WHEREAS** the purpose of this Interlocal agreement is for County to delegate to the City authority to exercise land use and building permit authority over the Project which is located in an unincorporated portion of the County; and

**WHEREAS** The boundary of the Property where the project will be located is identified on Exhibit A attached hereto.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

1. Authorization to approve the Project. The County authorizes the City to approve the design and inspect the construction of the Project to be located on the Property. The City will conduct the approval and inspection process in adherence to all applicable federal, state, county and local laws, ordinances, rules and regulations.
2. Authorization to grant site plan approval. The County authorizes the City to complete the site plan review of the Project. The City will conduct the site plan review in adherence to all applicable state laws and local ordinances.
3. Authorization to issue building permit. Following site plan approval, the

County authorizes the City to review all plans, issue all building permits and conduct all inspections in regard to the Project. The City will exercise these functions in adherence to all applicable state laws and City ordinances.

4. Authorization to collect fees. The County authorizes the City to apply its own fee schedule and to collect and retain all development fees associated with the Project, the site plan approval and the building permit process.

5. Notices. All notices, requests, and other communication pursuant to this Agreement shall be made in writing and sent by facsimile transmission, certified mail, return receipt requested, or by hand delivery, as follows:

For North Ogden City:  
North Ogden City  
Attn.: City Recorder  
505E 2600 N,  
North Ogden Utah, Utah 84414

For Weber County:  
Weber County  
Attn: Weber County Planning Division  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401

6. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

7. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

8. Non-Waiver. The waiver by the County of the breach by the City of any condition, covenant or agreement herein contained shall not impair any future ability of the County to avail itself of any remedy or right set forth in this Agreement.

9. Conflict Resolution. In the event of a dispute between the parties they shall meet as soon as practical to discuss and attempt to resolve such dispute.

10. Cooperative Undertaking. This agreement does not establish an Interlocal entity to conduct the cooperative undertaking described in this agreement. Any real or

personal property acquired or held in the performance of this cooperative undertaking shall remain the property of the agency who lawfully acquires said property.

11. Administration. The County designates the County Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. The City designates the City Administrator, 505 E. 2600 N, North Ogden, UT 84414, as representative to assist in the management of this agreement. It is understood and agreed by the parties that the representative shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

12. Laws of the State of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.

13. Termination. This agreement shall terminate upon annexation of the property by the City, upon the completion of construction of the Project or after two years from the date of the execution of the agreement, whichever shall occur first.

14. Amendment. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first herein written.

(signatures appear on separate page)

**NORTH OGDEN CITY**

\_\_\_\_\_  
By: Brent Chugg, Mayor

ATTEST:

\_\_\_\_\_  
S. Annette Spendlove, MMC  
City Recorder

LEGAL APPROVAL:

\_\_\_\_\_  
Jonathan Call, City Attorney

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of their respective authorizing person or bodies.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
Scott K. Jenkins, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

Approved as to Form:

\_\_\_\_\_  
Mathew M. Wilson  
Deputy County Attorney

# EXHIBIT A WHITE ROCK DEBRIS BASIN

Project parcels  
 16-049-0004  
 16-049-0027  
 16-049-0001  
 16-049-0114

Project Site Plan

