

**HUNTSVILLE TOWN
RESOLUTION 2024-08-29**

INTERLOCAL AGREEMENT FOR SNOW REMOVAL

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN FOR SNOW REMOVAL**

WHEREAS, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, 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;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference;

WHEREAS, the Town and Weber County hereby finds mutual benefit under this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted for the purposed contained therein. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the Town Council this 5th day of September, 2024.



Mayor

ATTEST:



Town Clerk



Exhibit A

**AGREEMENT BETWEEN WEBER COUNTY AND HUNTSVILLE TOWN FOR SNOW
PLOWING SERVICES ON 500 SOUTH**

This agreement is entered into between WEBER COUNTY (“County”), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and HUNTSVILLE TOWN (“Huntsville”), a political subdivision of the State of Utah, located at 7381 E. 200 S., P.O. Box 267, Huntsville, Utah, 84317. The agreement shall take effect as soon as both parties have signed it.

RECITALS

1. A portion of 500 South Street east of State Route 39 has been within Huntsville’s boundaries, and an additional portion of that road was recently annexed into Huntsville.
2. The County is responsible for snow removal on 500 South in unincorporated portions of the County east of State Route 39.
3. The County is willing to continue to plow snow from 500 South east of State Route 39, including the parts of that road within Huntsville, in exchange for Huntsville providing the County with one new wear plate each year.

NOW THEREFORE, the Contractor and the County agree as follows:

AGREEMENT

1. WORK TO BE PERFORMED BY THE COUNTY

- a. The County will perform the following services (the “Work”):
 - i. The County will plow snow from 500 South east of State Route 39, in accordance with its snow plowing practices for nearby parts of the Ogden Valley.
- b. In performing the required Work, the County shall follow practices consistent with acceptable standards for work of this nature.
- c. The County may subcontract the Work at its sole option.

2. TERM OF AGREEMENT

- a. Unless terminated earlier as provided herein, this agreement shall remain in effect until the earlier of:
 - i. September 30, 2034; or
 - ii. The date when operation and maintenance of any additional portion of 500 South east of State Route 39 becomes the responsibility of a jurisdiction other than the County, due to annexation, incorporation, or any other reason.

3. TIME SCHEDULE

- a. The County is solely responsible for determining when the Work will be done. The Work will generally be done at the same time, and to the same extent, as snow plowing on the adjacent portions of 500 South.
- b. The County will not be liable to Huntsville for damages due to delay or failure to perform the Work at any particular time.

4. COMPENSATION

- a. In consideration for the County's performance of the Work, Huntsville shall provide one wear plate, meeting the County's standard specifications for wear plates used on the equipment that regularly plows 500 South, on or before September 30 of each calendar year, starting in 2024.

5. DEFAULT AND REMEDIES

- a. If either party defaults on its obligations under this agreement, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
- b. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.
- c. This agreement shall be governed by the laws of the state of Utah. The venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

6. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, each party shall have the right to terminate this agreement at any time, for any reason or no reason, by giving 90 days' written notice of termination.

7. MISCELLANEOUS

- a. Huntsville and the County are governmental entities covered by the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Act"). Consistent with the terms of the Act, the parties agree that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses

otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act.


- b. This agreement supersedes all previous agreements, both oral and written, between the County and the Contractor relating to the subject matter hereof.
- c. All changes to this agreement shall be set forth in writing, signed by all parties.
- d. Notice
 - i. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's primary contact; (2) delivered electronically, with confirmed receipt, to the party's primary contact; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:

Sean Wilkinson
Community Development Director
2380 Washington Blvd., Ste. 250
Ogden, UT 84401
swilkinson@webercountyutah.gov

Nikki Wolthuis
Huntsville Town Clerk
PO Box 267
Huntsville, Utah 84317
clerk@huntsvilleutah.gov

- ii. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

HUNTSVILLE TOWN
Signature 
Date 9/11/24
Printed Name RICHARD L. SORENSEN
Title MAYOR

STATE OF Utah)

)ss.

COUNTY OF Weber)

On this 11 day of September, in the year 2024, before me,

(notary name) Shannon Smith, a notary public, personally appeared

(signer name) Richard Sorensen, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same.

[Signature]
Notary Public

Notary seal:



WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____