

**ORANGEVILLE CITY & EMERY COUNTY
ROAD MAINTENANCE
INTERLOCAL AGREEMENT**

This agreement is made and entered into on _____, 2024 pursuant to The Utah Interlocal Cooperation Act, by and between Emery County, a body politic having its principal offices in Castle Dale, Utah and Orangeville City a body politic having its principal office in Orangeville, Utah.

WITNESSETH

WHEREAS, Orangeville City and Emery County have certain roads located near their common boundary: and,

WHEREAS, these roads require maintenance which could be more efficiently performed by Emery County

WHEREAS, It is mutually beneficial for Orangeville City and Emery County to enter into an agreement allowing Emery County to maintain certain roads in Orangeville City Boundary.

NOW, THEREFORE, the parties enter into this Agreement under the terms and conditions set forth below:

EMERY COUNTY AGREES TO:

Assume and perform the required maintenance as set forth in this Agreement on Orangeville City roads commonly known as:

1. Orangeville Cemetery Road County Road 504 up to 39.2305N 111.0701W
2. West 5th South County Road 515 up to 39.2203W 111.0586W

LIABILITY

Emery County shall assume liability for acts performed pursuant to this Agreement and shall hold Orangeville City harmless from any liability, loss, claims or damages that may arise in performing maintenance on the roads

for which the county is responsible under this agreement. Likewise, Orangeville City shall assume liability for acts performed pursuant to this Agreement and shall hold Emery County harmless from any liability, loss, claims or damages that may arise in performance for which Orangeville City is responsible under this agreement.

TERM

This Agreement shall take effect on the date approved by both parties and shall continue in full force until terminated by either party in writing 30 days prior to termination. This agreement is intended to replace all prior agreements. this Agreement is not intended to limit these Parties from entering into any other maintenance agreement with each other for any other roads should the necessity arise.

OWNERSHIP AND CONTROL

It is understood that Orangeville City shall maintain jurisdiction of those roads within their respective Boundaries and retain the right to classify the roads they may deem necessary and proper. Each Party must be notified in writing of any classification changes to the above mentioned roads. No real or personal property shall be acquired jointly pursuant to this agreement.

ADMINISTRATION

This interlocal agreement shall be administered by an administrator from each Party who shall be in authority or designee.

FINANCING

It is the intent of this agreement that the maintenance and any accompanying expenses shall be absorbed by the Emery County performing the maintenance. It is further understood that the B Road Funding associated with the roads listed above shall be granted to Emery County performing the work and must comply with the police requirement stipulated by the Utah Department of Transportation Regulation Governing class B and C Road Funds.

SEVERABILITY

Any term and condition of the Agreement that may be invalid or void or against the Constitution of the State of Utah or the United State of America shall be severed, and this Agreement without that particular portion shall be in full force and effect.
DATED the day and year first above written.

ORANGEVILLE CITY MAYOR

Mayor Shaun Bell

Attest:

Orangeville City Clerk/Recorder

EMERY COUNTY BOARD OF COMMISSIONER

Keven Jensen, Chairman

Approved:

Mike Olsen, Emery County Attorney

Attest:

Brenda Tuttle, Emery County Clerk/Auditor

