

**CITY OF LOGAN  
RESOLUTION NO. 15-45**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT PROVIDING FOR  
THE FUNDING, CONSTRUCTION, AND MAINTENANCE OF THE NORTH VALLEY  
LANDFILL ROAD**

WHEREAS, the City of Logan and Cache County have negotiated and prepared, pursuant to the authority granted by the Utah Interlocal Cooperative Act, as set forth in Chapter 13, Title 11, Utah Code Annotated (1953, as amended), the attached Interlocal Agreement that provides for the funding, construction, and maintenance of the North Valley Landfill Road; and

WHEREAS, the Mayor of Logan is requesting the Municipal Council authorize the execution of said Agreement.

**THEREFORE BE IT RESOLVED THAT THE LOGAN MUNICIPAL COUNCIL** hereby finds that entering into such an agreement is in the best interests of the citizens of Logan and authorizes the Mayor to execute **THE INTERLOCAL COOPERATION AGREEMENT**, attached as Exhibit A, or an agreement that is substantially similar to Exhibit A.

PASSED BY THE LOGAN MUNICIPAL COUNCIL, STATE OF UTAH, THIS  
\_\_\_\_\_ DAY OF JULY, 2015.

\_\_\_\_\_  
Jeannie F. Simmonds, Council Chair

ATTEST:

\_\_\_\_\_  
Teresa Harris, City Recorder

## INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made and entered into by and between CACHE COUNTY (hereinafter referred to as "COUNTY"), a political subdivision of the State of Utah, and the City of Logan (hereinafter referred to as "CITY"), a political subdivision of the State of Utah.

### WITNESSETH

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements providing for the funding, construction, use, control and operation, and acquisition of facilities or property; and

**WHEREAS**, COUNTY and CITY, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperation Agreement to provide for the funding, construction, use, control and operation, acquisition and maintenance of a Cache County road between SR-142 and the North Valley Landfill site which consists of Hart's Grave Road (800 West), Stink Creek Road, and the portion of 1800 North that connects Hart's Grave Road and Stink Creek Road (hereinafter referred to as the "North Valley Landfill Road"); and

**WHEREAS**, the North Valley Landfill Road will provide access to the North Valley Landfill and to other privately owned property in Cache County; and

**WHEREAS**, the North Valley Landfill Road is situated inside the COUNTY's boundaries; and

**WHEREAS**, the North Valley Landfill Road is currently recognized as a COUNTY road right-of-way that has not been fully developed; and

**WHEREAS**, the governing bodies of COUNTY and CITY have by resolution approved this Interlocal Cooperation Agreement to provide for the funding, construction, use, control and operation, acquisition and maintenance of the North Valley Landfill Road;

**NOW, THEREFORE**, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. PURPOSES.**

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and CITY for the following purposes:

- a. To collaborate in the funding, construction, use, control and operation, acquisition and maintenance of the North Valley Landfill Road.
- b. To set forth the duties and responsibilities of the parties for the funding, construction, use, control and operation, acquisition and maintenance of the North Valley Landfill Road.
- c. To outline other mutually agreed upon legal and financial issues regarding the funding, construction, use, control and operation, acquisition and maintenance of the North Valley Landfill Road.

**Section 2. EFFECTIVE DATE.**

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to and the approval and execution hereof by the governing bodies of COUNTY and CITY.

**Section 3. ADMINISTRATION.**

- a. The parties to this Interlocal Cooperation Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Cache County Director of Development Services or designee shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The administrator shall keep all books and records in such form and manner as the Cache County Finance Director or designee shall specify and that said books shall be open for examination by COUNTY and CITY, at all reasonable times.
- b. The parties agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.
- c. The parties agree that there shall not be a separate budget to carry out the terms of this Interlocal Cooperation Agreement, rather the CITY shall fund and pay for all responsibilities as set forth in this Agreement.

**Section 4. COUNTY RESPONSIBILITIES.**

COUNTY shall have the following duties and responsibilities for the funding, construction, use, control and operation, acquisition and maintenance of the portions of the North Valley Landfill Road:

- a. To negotiate for the acquisition and purchase of the additional properties needed to complete the North Valley Landfill Road, together with any necessary temporary construction easements;
- b. To exercise its right of eminent domain, if necessary and appropriate, to condemn the portions of the North Valley Landfill Road which are not able to be obtained through negotiation, together with any necessary temporary construction easements, pursuant to Title 78B, Chapter 6, Part 5 Utah Code Annotated, 1953 as amended;
- c. To obtain an appraisal by a certified licensed appraiser of its choosing at CITY's expense for the purpose of assessing compensation and damages to the landowners of the portions of the North Valley Landfill Road not part of the existing Cache County right-of-way;
- d. To obtain the consent of CITY for the acquisition and purchase of the portions of the North Valley Landfill Road, together with any necessary temporary construction easements, if and only if the total compensation to the landowners exceeds the COUNTY's appraisal.

**Section 5. CITY RESPONSIBILITIES.**

CITY shall have the following duties and responsibilities for the funding, construction, use, control and operation, acquisition and maintenance of the portions of the North Valley

Landfill Road which are situated outside CITY's municipal boundaries together with any necessary temporary construction easements:

- a. To pay any and all costs associated with COUNTY's negotiation and use of its right of eminent domain, including but not limited to:
  - (1) any and all costs of appraisals;
  - (2) any and all closing costs and recording fees, including title insurance;
  - (3) any and all reimbursement for COUNTY employees' time expended for the negotiation and use of its right of eminent domain;
  - (4) any and all expert witness fees;
  - (5) any and all witness fees;
  - (6) any and all trial preparations costs, such as depositions, trial exhibits, etc.;
  - (7) any and all legal fees necessary for the COUNTY's negotiation and use of its right of eminent domain;
  - (8) any and all costs of purchasing the North Valley Landfill Road together with any necessary temporary construction easements and any damages related thereto.
  
- b. To pay all costs associated with the design and construction of the North Valley Landfill Road, including but not limited to:
  - (1) construction;
  - (2) engineering, design and legal expenses;

- (3) permits and the cost to review the engineering and design;
- (4) licenses;
- (5) signs;
- (6) drainage;
- (7) fencing;
- (8) shoulders;
- (9) striping.

c. To enter into a separate Maintenance Agreement with COUNTY that will specify how City will pay for or perform the maintenance, repair, and replacement of the North Valley Landfill Road. Items addressed in the Maintenance Agreement shall include the following:

- (1) snow removal,
- (2) drainage,
- (3) fencing,
- (4) striping,
- (5) crack sealing,
- (6) shoulders,
- (7) weed control, and
- (8) maintenance, repair, upkeep and replacement.

**Section 6. OWNERSHIP OF NORTH VALLEY LANDFILL ROAD.**

The parties agree that the North Valley Landfill Road is a Cache County Road.

**Section 7. HOLD HARMLESS.**

CITY agrees to indemnify and hold harmless COUNTY for damages, claims, suits, costs, attorney's fees and actions arising out of the funding, construction, and CITY maintenance of the North Valley Landfill Road and said obligation shall survive the termination of this Interlocal Cooperation Agreement.

**Section 8. DURATION.**

- a. The initial term of this Interlocal Cooperation Agreement shall be from the date of execution hereof until one of the parties has given notice of its election to terminate this Agreement. If said election to terminate has been exercised, the termination of this Agreement shall be according to the following paragraph.
- b. The termination of this Interlocal Cooperation Agreement cannot be accomplished until any and all monies owed by CITY to COUNTY under this Agreement have been paid. Thereafter, termination of this Agreement shall be accomplished by the service of a notice of termination by one of the parties. A notice of termination shall be served upon COUNTY by serving the Cache County Executive. Said notice of termination shall be served upon CITY by serving the City of Logan Mayor. Such a notice of termination shall give at least six (6) month's actual notice to the parties involved.
- c. This Interlocal Cooperation Agreement shall be for a maximum term of fifty (50) years, pursuant to Section 11-13-216, Utah Code Annotated, 1953 as amended.

**Section 9. ADOPTION REQUIREMENTS.**

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the



parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of official records of each of the parties.

**Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Cache County Clerk and in the office of the City of Logan Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 11. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed with the official keeper of records of each of the parties.

**Section 12. SEVERABILITY.**

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

**Section 13. GOVERNING LAW.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. ENFORCEMENT.**

If either party files an action to enforce this Interlocal Cooperation Agreement or any of its terms, the party in default shall pay the other party's reasonable attorney's fees and costs associated with the enforcement of this Agreement or any of its terms, including any appeal.

**IN WITNESS WHEREOF**, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

DATED this \_\_\_ day of \_\_\_\_\_, 2015.

CACHE COUNTY

By:

\_\_\_\_\_

Craig Buttars, Cache County Executive

ATTEST:  
Cache County Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

Cache County Attorney

By: \_\_\_\_\_

Deputy Cache County Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LOGAN

By: \_\_\_\_\_  
Craig Petersen, Mayor

ATTEST: City of Logan Recorder

By: \_\_\_\_\_  
Teresa Harris, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

City of Logan Attorney

By: \_\_\_\_\_  
Kymber Housley  
City Attorney