

## **INTERLOCAL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, pursuant to the Interlocal Cooperation Act, Chapter 13 of Title 11, Utah Code Annotated (1953), as amended, (the "Act"), by and between Emery County, a body corporate and politic of the State of Utah ("County"), and the municipalities named on the signature pages hereof, each of which is a political subdivision of the State of Utah ("Participants").

### **WITNESSETH:**

WHEREAS, all parties are public agencies within the meaning of Section 11-13-103(13) of the Act; and

WHEREAS the County has acquired technology and developed a system for addressing ("System") properties and structures within its boundaries for the purposes of:

1. establishing a reliable and consistent system of assigning unique addresses to buildings and properties within the County;
2. improving response time by police, fire, ambulance, and other emergency services;
3. providing a basis for the development of sub-systems which can automatically and quickly generate specific, reliable directions for drivers from any starting location to any destination within the County or the cities and towns therein;
4. preventing and resolving duplications of addresses and route names, confusing or misleading addresses and multiple addresses for a single location;
5. improving the delivery of public services such as building inspections, road repair and maintenance, soil evaluations, utility installation and repair, health inspections, property tax administration, property mapping, school busing and other public services;
6. coordinating the mapping and Geographic Information Systems (GIS) in use by various public utilities, parcel delivery and governmental and quasi-governmental entities operating within the County and the Participant; and
7. establishing a clear, rational procedure for assigning new addresses and street names within both the incorporated and unincorporated areas of the County as the need shall arise; and

WHEREAS, the parties recognize that these goals require the participation of both county and municipalities in making the System function as intended; and

WHEREAS, each signatory recognizes the need and the benefits to its own citizens and businesses and desires to coordinate and bring current addresses within its incorporated limits into conformance with the System; and

WHEREAS, the County has develop an Ordinance to govern the creation and operation of the System primarily through its Information Technology Department with the assistance of the Emery County Sheriff, the County and Participant building officials, the 911 services provided through Emery County Telecom, and other agencies; and

WHEREAS, pursuant to §11-13-202 of the Utah Interlocal Cooperation Act, the parties are empowered to engage in joint or cooperative action; provide services that they are each authorized by statute to provide; to exchange services that they are each authorized by statute to provide; or to do anything else that they are each authorized by statute to do; and

WHEREAS, this agreement does not:

1. require any of the Participants to adjust its budget for a current or future fiscal year;
2. include an out-of-state public agency as a party, except to the extent that the physical address(es) of property belonging to such an agency may be affected by it;
3. provide for either public agency to acquire or construct any new facility or improvement to real property;
4. provide for the acquisition or transfer of title to any real property by either party;
5. require either party to issue bonds;
6. create an interlocal entity; or
7. provide for the sharing of taxes or other revenues or expenditures between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, and in compliance with and pursuant to terms of the provisions of the Interlocal Cooperation Act as hereinabove set forth, the County and the signatory Municipalities do

hereby contract and agree with each other as follows:

**Duration:** This agreement is of perpetual duration, except that any party may formally withdraw as set forth herein, and that any such withdrawal shall not discontinue the agreement as it applies to others.

**No Interlocal Entity created:** This agreement shall not create an Interlocal Entity within the meaning of the Act.

**Purpose:** The purposes of this Agreement are set forth in the recitals above.

**Manner of Financing:** There is no financial contribution contemplated herein from the Municipal signatories. The County will provide the information technology including equipment and personnel needed to create and maintain the system.

**Termination:** The agreement shall terminate only upon written notice being served by a municipal party upon the County, and by the County, by such notice to all of the Municipal Signators by certified U. S. mail to the other 30 days before the date of termination. Any property acquired by any party in the furtherance of this agreement shall be retained by that party upon termination of this agreement.

**County's Obligations:** The County shall:

1. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance which is attached hereunto and incorporated by reference herein;
2. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Emery County;
3. Furnish computing equipment, software and personnel required to maintain the databases at the Emery County Information Technology Office; and
4. Convey all relevant additions and changes to the database to all Participants by email as soon as they are incorporated in the system.

**Participants' Obligations:** Each Participant shall:

1. Adopt and use the addresses produced and included in the system in its own records and

dealings.

2. Appoint a person within its organization to serve as a liaison with the Administrator for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Administrator, particularly to notify the Administrator of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County.
3. Consult with the Administrator in the assignment of addresses in order to avoid unnecessary changes and to make the addresses consistent, unique and unambiguous.
4. Promulgate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System within 30 days from the date of this Memorandum of Understanding.
5. Take measures it deems reasonable and necessary to encourage the installation and use of appropriate address signs by property owners.
6. Install and maintain street signs at all intersections and junctions between routes within its jurisdiction in accordance with the System and as provided by State law.

Should any party default in any of the covenants or agreements herein, the only remedy of the other parties shall be termination of this agreement.

IN WITNESS WHEREOF, the said parties to this Agreement have hereunto signed their names the day and year first above written.

**EMERY COUNTY**, a body corporate and politic, by and through its county commission

ATTEST: By \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Bruce C Funk, Clerk-Auditor

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by the Emery County Attorney pursuant to §11-13-9, Utah Code Annotated (1953), as amended.

\_\_\_\_\_  
David A. Blackwell  
Emery County Attorney

**Participants:**

**EMERY TOWN**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**ELMO TOWN**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**GREEN RIVER CITY**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**FERRON CITY**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**CASTLE DALE CITY**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**ORANGEVILLE CITY**, a municipal corporation, by and through its Mayor:

ATTEST: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**CLEVELAND CITY**, a municipal corporation, by and through its Mayor:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**HUNTINGTON CITY**, a municipal corporation, by and through its Mayor:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder