

**HUNTSVILLE TOWN  
RESOLUTION NO. 2025-5-1-B  
GMI CONTRACT FOR MAPPING SERVICES**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING A  
CONTRACT FOR GEOGRAPHIC MAPPING, INC, FOR WATER LINE  
MAPPING SERVICES.**

**WHEREAS**, Huntsville Town (hereafter “Town”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

**WHEREAS**, Utah Code §10-3-717 allows the governing body of Huntsville Town to exercise all administrative powers by resolution including rental and use of municipal property;

**WHEREAS**, Huntsville Town has need of GIS mapping services on the culinary and secondary water lines;

**WHEREAS**, Huntsville Town desires to enter into an agreement with Gateway Mapping Inc, to perform Geographic Information Systems (“GIS”) service and/or support pertaining to Routine GIS Services

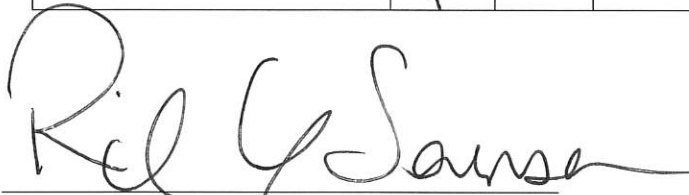
**WHEREAS**, the Town desires to approve this contract for GIS services from Gateway Mapping, Inc;

**NOW, THEREFORE**, be it resolved by the Town Council of Huntsville Town, Utah, as follows:

- Section 1: Agreement.** The Mayor is hereby authorized to finalize and execute the terms of the contract with set forth in Exhibit “A” attached hereto and incorporated herein by this reference.
- Section 2: Extension.** The Mayor is responsible and authorized to extend the term of the Lease Agreement and otherwise manage the contract according to the terms provided therein.
- Section 3: Effective Date.** This Resolution shall be effective immediately upon adoption.

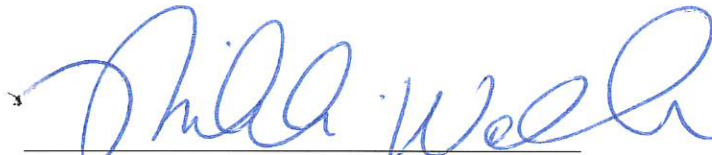
**PASSED AND ADOPTED** by the Town Council on this 1<sup>st</sup> day of May, 2025.

ROLL CALL VOTE:	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	X			
CM Lewis Johnson	X			
CM Sandy Hunter	X			
CM Artie Powell	X			
CM Bruce Ahlstrom	X			



RICHARD SORENSEN, Mayor

ATTEST:

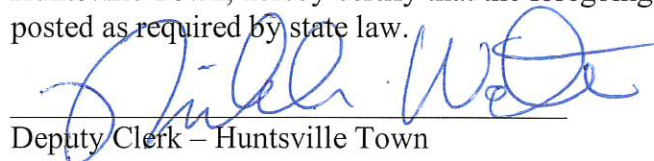


Nikki Wolthuis, Deputy Clerk – Huntsville Town



# CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as required by state law.

  
Deputy Clerk – Huntsville Town

DATE: 5/5/2025



# Gateway Mapping, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

GMI Project No.: 92 -25-  
GMI Project Manager: DMM

This Agreement for Professional Services is entered into and effective this 6th day of March 2025, between Huntsville Town, hereinafter referred to as the "CLIENT" and Gateway Mapping, Inc., a Utah corporation ("GMI"),

## WITNESSETH:

WHEREAS, the CLIENT desires GMI to perform Geographic Information Systems ("GIS") services and/or support pertaining to Routine GIS Services (the "Project"), and

WHEREAS, GMI is willing to provide GIS services to the Client on the terms and conditions set forth herein.

NOW, THEREFORE, the CLIENT and GMI, for good and valuable consideration and intending to be legally bound, agree as follows:

## CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT has provided or will provide to GMI complete and accurate details and full information of the CLIENT'S requirements, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and schedule expectations that were used to determine the Services set forth in Attachment 1. GMI has relied upon such details and information from the Client in setting the Services and the fees for such Services and budgetary limitations, and all necessary information upon which GMI can rely for completeness and accuracy.

The CLIENT will furnish to GMI, as required for performance of the Services, computer hardware and software information, data gathered by CLIENT or prepared by others, paper and digital files, surveys of record, property descriptions, dimensions, and other special data, consultations, and any other information requested by GMI (collectively, and together with the materials and other items included in the definition of "Data" in the Terms and Conditions, all of which GMI may use and rely upon for completeness and accuracy in performing the Services. Unless otherwise indicated in GMI's Services, CLIENT will pay for all computer software, licenses, internet service fees, or associated hardware or software costs required for the Project. For all Data associated with this project, even with respect to Data loaded onto CLIENT'S hardware by GMI, CLIENT shall be solely responsible for establishing and maintaining data security policies, procedures, and measures ("Data Security") designed to ensure: (a) the security and confidentiality of the Data, (b) the protection against anticipated threats or hazards to the security or integrity of the Data (including, without limitation, protections against cyber-attacks), and (c) the protection against unauthorized access or use of the Data.

CLIENT will also timely review drafts of information and materials delivered by GMI ("Deliverables"), which may include Data or other matters to be delivered to CLIENT as a Service.

In addition, the CLIENT will also furnish to GMI those items described in Attachment 1.

## PROJECT REPRESENTATIVES

The CLIENT and GMI hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the terms and conditions of this Agreement.

### For the CLIENT:

Name	<u>Shannon Smith</u>	Work telephone	<u>801-745-3420</u>
Address	<u>7474 East 200 South</u>	Cell phone	<u>619-508-4034</u>
	<u>Mail to PO Box 267</u>		
	<u>Huntsville, UT 84317</u>	E-mail address	<u>ssmith@huntsvilleutah.gov</u>

### For GMI:

Name	<u>Danika Montgomery</u>	Work telephone	<u>801-547-0393</u>
Address	<u>466 North 900 West</u>	Cell phone	
	<u>Kaysville, UT, 84037</u>	E-mail address	<u>dmontgomery@jub.com</u>

In the event any changes are made to the Authorized Representatives or other contact information listed above, the CLIENT and GMI will furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY GMI

GMI will perform the Services set forth in Attachment 1, in a manner consistent with the applicable standard of care.

GMI's Services shall be limited to those expressly set forth in Attachment 1, and GMI shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement. GMI will not provide CLIENT with any Data Security services.

Additional work that GMI performs in relation to the Project at the written request or acquiescence of the CLIENT, including work not described in Attachment 1, hereof on the date of execution of this Agreement, shall constitute "Services" for purposes of this Agreement and may be set forth in a supplement titled *Authorization for Additional Services*, and shall be subject to the terms and conditions of this Agreement. Any such additional Services that GMI performs, that are not set forth in an *Authorization for Additional Services* shall be paid by the Client to GMI on a time and materials basis.

## SCHEDULE OF SERVICES TO BE PERFORMED

GMI will perform said Services set forth in Attachment 1, in a manner consistent with the applicable standard of care.

The delivery dates will be equitably adjusted as the Project progresses for any changes in scope, character or size of the Project as requested by the Client or for delays beyond the control of GMI.

## FEE AND REIMBURSABLE EXPENSES

The CLIENT will pay GMI for the Services and reimbursable expenses as described in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Reimbursable expenses are expenditures by GMI for items or services purchased by GMI from third parties in furtherance of performing the Services, including without limitation, data acquisition, special printing, mailing and shipping, travel costs, per diem, and lodging.

File Folder Title: Huntsville Town - Routine GIS Services

Remarks: \_\_\_\_\_

**A Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. All modifications to the Agreement must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties represent and acknowledge that they have authority to execute this Agreement.

### CLIENT:

Huntsville Town

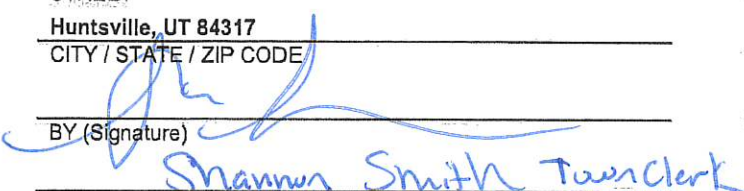
NAME

7474 East 200 South

STREET

Huntsville, UT 84317

CITY / STATE / ZIP CODE

BY (Signature) 

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

DISTRIBUTION: Accounting; Project File; CLIENT

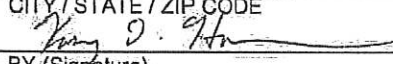
### GATEWAY MAPPING, INC.:

466 North 900 West

STREET

Kaysville, UT, 84037

CITY / STATE / ZIP CODE

BY (Signature) 

Kasey Hansen, General Manager

NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

☒ Attachment 1 – Scope of Services, Schedule and Basis of Fee

☐ Attachment 2 – Special Provisions

**Gateway Mapping, Inc.**  
**TERMS AND CONDITIONS to the**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**GENERAL**

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and GMI is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

GMI shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow GMI's recommendations; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties.

GMI shall not be required to execute any documents, no matter by whom requested, that would result in GMI's having to certify, guarantee or warrant the existence of conditions.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation and a five percent fee for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants GMI the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for GMI and parent company purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

Nothing herein shall create a fiduciary duty between the parties.

**DATA AND DOCUMENTS**

**Data.** "Data" means (a) printed materials, electronic files, and other communication or information formats whether developed by GMI or third parties, and (b) the Data defined in the "Customer Information and Responsibilities" clause of the body of Agreement above. CLIENT acknowledges that Data may not be compatible with CLIENT'S computer system and may be subject to translation errors or undetectable alteration or deterioration. GMI makes no representation regarding the integrity of the Data or the compatibility of the Data delivered with the CLIENT'S computer system. The CLIENT is responsible to communicate hardware and software specifications in order to minimize incompatibilities.

**Accuracy.** Data accuracy is limited to the accuracy and tolerances of the Data generated by GMI or information provided by others. Data, therefore, shall not be considered an accurate representation of actual field conditions for any purpose including, but not limited to, design, construction, land surveying, property boundaries, or utility location.

**LIMITATION OF LIABILITY**

NEITHER GMI NOR ANY OF ITS AGENTS, OFFICERS, EMPLOYEES, PARTNERS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "GMI PARTIES") SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS, ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, FROM (1) CLIENT'S FAILURE TO MAINTAIN ADEQUATE DATA SECURITY MEASURES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM LOST DATA OR FROM A DATA BREACH OR CYBER ATTACK OCCURRING WITH RESPECT TO THE DATA, OR (2) OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF GMI HAS BEEN ADVISED BY CLIENT OF THE POSSIBILITY THE DAMAGES.

**INDEMNIFICATION**

CLIENT shall, to the fullest extent permitted by law, defend, indemnify and hold the GMI Parties harmless from any and all claims, damages, losses, costs, and expenses (collectively, "Claims"), including attorney fees, arising out of, related to, or resulting from (a) the use, modification, misuse, or reuse of the Data, including but not limited to, claims involving the completeness or accuracy of the Data, (b) data breaches or cyber-attacks involving the Data (regardless of where the Data is hosted), (c) use of the Data by the CLIENT or third parties, (d) from the acts, errors, or omissions of CLIENT or third parties involved in the Project, in each instance whether a Claim is based upon breach of contract or warranty, tort (including negligence), strict liability or statutory liability or any other cause of action.

**DISCLAIMER OF WARRANTIES** Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, GMI SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY

REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DATA WILL BE UNINTERRUPTED OR ERROR FREE. THE GMI PARTIES SHALL NOT BE RESPONSIBLE FOR ANY

DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY ELECTRONIC "VIRUS," "ADWARE" OR "MALWARE" OR ANY FAILURE OF PERFORMANCE RESULTANT FROM USE OF THE DATA.

**DATA REUSE**

**Data.** Data developed by GMI pursuant to this Agreement are instruments of service with respect to the Project in which both CLIENT and GMI will retain a property interest. Data provided by a third-party will be subject to third-party reuse provisions.

**Data Reuse.** CLIENT may add to, modify, or allow third-party access to the Data in connection with their GIS operations and maintenance. CLIENT acknowledges and agrees that GMI shall retain a common law, statutory and other reserved rights to the Data in GMI's possession, including the copyright thereto (except data owned or produced by a third party). Further, CLIENT is not granted any rights in connection with any trademarks or service marks of GMI, any of its suppliers, or any third parties whose components are offered in conjunction with or as a component of the Data.

**Reuse Restrictions.** Reuse of the Data, including reuse or modification by the CLIENT or reuse by an entity not a party to this agreement, will be at CLIENT'S sole risk and without liability or legal exposure to GMI.

**SOFTWARE OWNERSHIP**

If work under this Agreement includes the creation of custom software applications or websites requiring GMI-developed code, GMI will retain ownership and rights to any source code or computer software written for use by the CLIENT. GMI has sole discretion to sell, redistribute, modify or market software developed under this contract. CLIENT is purchasing licenses of the software for use and benefit but not for sale, redistribution, or modification. CLIENT will be bound by the terms and Conditions as set forth in the software license agreement which is part of the software installation. GMI will also retain sole ownership and rights to any copyrighted materials produced for CLIENT benefit including software documentation or other proprietary materials.

**OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

GMI's opinions of probable Project costs, if any, are to be made on the basis of GMI's experience, and represent GMI's best judgment as a professional service provider, familiar with the GIS industry.

CLIENT agrees that GMI is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to GMI's professional Services. GMI will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisor's rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

**TIMES OF PAYMENTS**

GMI shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of GMI's statement, the amounts due GMI will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, GMI may suspend performance of Services upon five (5) days' notice to the CLIENT. GMI shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, GMI shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for GMI to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by GMI.



CLIENT shall promptly review GMI's Invoices and shall notify GMI in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to GMI of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

#### **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, GMI will be paid for Services (including any additional Services) rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than GMI's material breach of this Agreement, or is terminated by GMI for CLIENT's material breach of this Agreement, GMI shall be paid a termination fee which shall include: the cost and expense GMI incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by GMI to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of GMI and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to GMI under this Agreement, whichever is less. GMI carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by GMI, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that GMI is not responsible for damages arising directly or indirectly from any delays for causes beyond GMI's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GMI to perform its Services in an orderly and efficient manner, GMI shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, violate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of GMI shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor GMI shall be responsible for incidental, indirect, or consequential damages.

#### **RIGHT OF ENTRY**

The CLIENT shall provide GMI adequate and timely access to all property reasonably necessary to the performance of GMI and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by GMI. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of GMI's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of GMI's Services, GMI or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of GMI's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorney's fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of GMI when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and GMI and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and GMI.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. GMI's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against GMI because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold GMI harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.