

**HUNTSVILLE TOWN
RESOLUTION NO. 2026-1-7-A**

OGDEN VALLEY CITY SUBSEQUENT AGREEMENT

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE
SUBSEQUENT AGREEMENT FOR USE OF TOWN HALL BY OGDEN
VALLEY CITY.**

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

WHEREAS, Ogden Valley City (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code §10-3-717 and §10-8-2 allows the governing body of Huntsville Town to exercise all administrative powers by resolution, including the use and operation of municipal property;

WHEREAS, the Town and the City have negotiated the Subsequent Agreement attached hereto and incorporated herein by this reference for use of the Town Hall;

WHEREAS, the Town and the City now desire to enter Subsequent Agreement for the purposes contained therein;

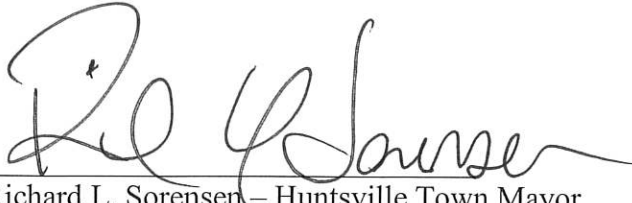
NOW, THEREFORE, be it resolved by the Town Council of Huntsville, Utah, as follows:

Section 1: Agreement. The Mayor is hereby authorized to finalize and execute the Subsequent Agreement adopted and incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: Effective Date. This Resolution shall be effective immediately upon adoption.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen	✓			
CM Bruce Ahlstrom	✗			
CM Sandy Hunter	✗			
CM Lewis Johnson	✗			
CM James Truett	✗			

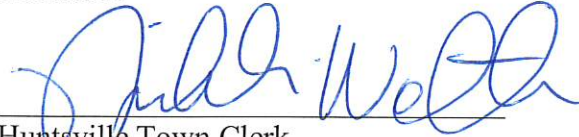
PASSED AND ADOPTED by the Town Council on this 7th day of January, 2026.



Richard L. Sorensen - Huntsville Town Mayor



ATTEST:

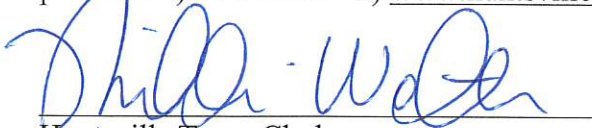


Huntsville Town Clerk

RECORDED this 7th day of January, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal clerk of Huntsville Town, hereby certify that foregoing resolution was duly passed and published, or posted at 1) Town Hall 2) www.huntsvilletown.com 3) pmn.gov



Huntsville Town Clerk

DATE: 1/12/2026

EXHIBIT "A"

TOWN OF HUNTSVILLE-OGDEN VALLEY CITY SUBSEQUENT AGREEMENT SUPPLEMENTING MEMORANDUM OF UNDERSTANDING REGARDING USE OF HUNTSVILLE TOWN HALL

1. **Definitions.** Huntsville town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah. Ogden Valley City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah.
2. **Purpose and Scheduling.** It is anticipated that the City will use the Town Hall facilities for City Council meetings, public meetings, internal work meetings, and other municipal-related purposes, with the advance notification and permission of the Town. The City will advise Huntsville Town of its regular city council meeting schedule and other anticipated needs shortly after City certification. Reasonable advance notice will be provided to a person designated by Huntsville Town of all desired usages. Permission and scheduling will be at the sole discretion of the Town.
3. **Electronic Support:** Huntsville Town will make available the electronic support it utilizes for its own regular town council meetings and other municipal events, including but not limited to Wi-Fi, recording capabilities, and other technical elements in support of the City's meetings.
4. **Additional Facilities:** The City may also use the meeting room in the Maintenance Building located at 167 South 7500 East, Huntsville, Utah, for its preliminary offices and the basement storage space available in its Town Hall. Any City materials stored there will be the exclusive responsibility of the City, including any shelving, supplies, or other items required for such storage and security.
5. **Facility Maintenance:** City will maintain the condition of the facilities it uses in the same condition as they were provided, including cleaning, chair and table take-down, snow removal as needed, and other reasonable maintenance as directed by Huntsville personnel. The parties agree that there will be no rent or other charges for the first 6 months. Thereafter it will be at least \$500 per month to offset utility costs.
6. **Review and Modification:** This Subsequent Agreement will be reviewed in June 2026, allowing both parties the opportunity to modify its terms based on changing circumstances. It is acknowledged that until such review, there will be no charge for the usage provided herein due to the preliminary nature of City operations. Nothing in this Subsequent Agreement shall prevent either party from revisiting or adjusting the terms of

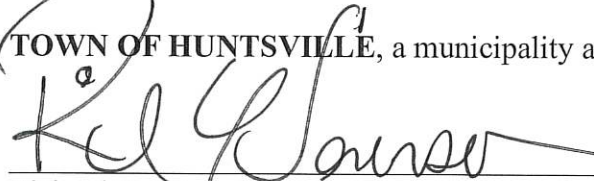
usage at any time, provided that 60 days advance notice is given of any change affecting the use for City Council meetings as described herein.

7. **Compliance with Laws.** The City agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances during its use of the Huntsville Town Hall and related facilities. This includes adherence to safety, health, and public conduct standards to ensure a lawful and respectful environment for all users.
8. **Insurance and Indemnification.** Each party shall maintain appropriate liability insurance covering its separate use of the facilities. Ogden Valley City agrees to indemnify and hold harmless the Town of Huntsville from any claims, damages, or liabilities arising out of the City's use of the facilities, except to the extent caused by the Town's own negligence or willful misconduct.
9. **Interlocal Cooperation.** The parties acknowledge that Huntsville Town has extended this usage in the spirit of mutual support and community as sister municipalities and that the City will likewise offer mutual aid to Huntsville Town in the same spirit as the need arises. The Town has the authority to make and enter this Subsequent Agreement in accordance with Utah Code §10-8-2.
10. **Controlling Law.** This Subsequent Agreement shall be interpreted and construed in accordance with the laws of the State of Utah.
11. **Severability.** The provisions of this Subsequent Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such provision will not affect the other provisions of the Subsequent Agreement, unless the unenforceable provision is reasonably deemed a material provision by either Party, in which case this Subsequent Agreement may be terminated by written notice to either party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Subsequent Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the Subsequent Agreement be consummated as originally contemplated to the greatest extent possible.
12. **Entire Agreement.** This Subsequent Agreement Constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the Parties, oral or written, regarding the subject of this Subsequent Agreement are hereby superseded and merged with this Subsequent Agreement. This Subsequent Agreement may not be modified except by an instrument in writing signed by the Parties.
13. **Authority.** The individuals executing this Subsequent Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Subsequent Agreement. The Town's Mayor may initially sign this Subsequent Agreement on behalf of the Town, and the Town Council may approve a resolution in an open meeting ratifying the signing of this Subsequent Agreement.

14. **Counterparts.** The Parties may sign this Subsequent Agreement with multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Furthermore, the Parties shall treat a copy of an original signature to this Subsequent Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Subsequent Agreement for all purposes as an original of the Subsequent Agreement to the maximum extent permitted by law, and no Party to this Subsequent Agreement shall have any obligation to retain a version of this Subsequent Agreement that contains original signatures in order to enforce this Subsequent Agreement, or for any other purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this Subsequent Agreement, effective on the date signed by all the Parties.

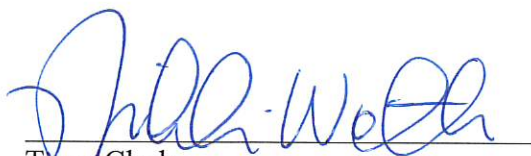
TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah:

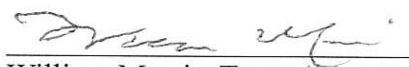

Richard Sorenson, Mayor

Date: 1-8-26

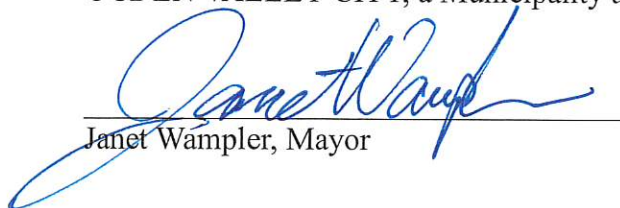
ATTEST:

APPROVED AS TO LEGAL FORM:


Town Clerk


William Morris, Town Attorney

OGDEN VALLEY CITY, a Municipality and political subdivisions of the State of Utah:


Janet Wampler, Mayor

