

RESOLUTION NO. 14-1

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN WOODRUFF CITY AND RICH COUNTY  
FOR BUILDING INSPECTION SERVICES**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving Interlocal agreements before such agreements may become effective; and

**WHEREAS**, Rich County and Woodruff City have negotiated an Agreement for the purpose of providing building inspection services to Woodruff City;

**NOW THEREFORE**, the Board of County Commissioners of Rich County hereby resolves to enter into the attached Interlocal Agreement with Woodruff City for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved. The Chair of the Board of County Commissioners of Rich County is authorized and directed to execute the Interlocal Agreement for and on behalf of Rich County.

DATED this 5 day of August, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF RICH COUNTY

By: William Cox  
Commissioner William Cox, Chair

Commissioner William Cox voted	<u>X</u>
Commissioner Norman Weston voted	<u>X</u>
Commissioner Thomas Weston voted	<u>X</u>

ATTEST:

Rebecca Peart  
Rebecca Peart, Rich County Clerk/ Auditor

**AN INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF WOODRUFF AND RICH COUNTY PROVIDING  
FOR BUILDING INSPECTION SERVICES**

This Agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, between Rich County, a body corporate and politic of the State of Utah, hereinafter referred to as "the County," and Woodruff City, a municipal corporation of the State of Utah, hereinafter referred to as "the City."

**WITNESSETH**

**WHEREAS**, the City does not currently have a building inspector and is desirous of making the most cost effective use of tax dollars for building inspection services; and

**WHEREAS**, the County has employed a qualified building inspector equipped with the necessary tools and vehicle available to provide these services; and

**WHEREAS**, the City and the County have determined that it is mutually advantageous to each party to enter into this Agreement;

**NOW THEREFORE**, in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

**SECTION ONE  
PURPOSE OF AGREEMENT**

- 1.01** The County agrees to provide a qualified building inspector to perform all building inspections for both new and existing structures of every kind within the City as required by law.
- 1.02** All building inspections shall be performed as promptly as reasonably possible without any preference for inspections needed within the City or outside it.

**SECTION TWO  
PROBLEM RESOLUTION**

- 2.01** The City's mayor agrees to notify the County Commission to discuss and resolve any problems or concerns related to building inspection services provided under this agreement.

### **SECTION THREE COSTS AND EXPENSES**

- 3.01** The County agrees to provide a qualified building inspector at its own expense and to pay for all equipment, tools, and vehicles necessary to perform his/her duties. The County agrees to pay for the building inspector's travel expenses incurred in the performance of this agreement.
- 3.02** The City agrees that the County will have the right to all building inspection fees paid for any building inspection performed by the building inspector within the City.
- 3.03** The County agrees that if the costs of performing this agreement are greater than the fees generated, the County will be solely liable for the cost. The parties agree that the City's only financial obligation under this agreement is to provide all building inspection fees for inspections performed in the City to the County.

### **SECTION FOUR AUTHORITY AND EMPLOYMENT STATUS**

- 4.01** The building inspector employed by the County shall be considered a County employee and not an employee of the City.

### **SECTION FIVE INDEMNIFICATION BY COUNTY**

- 5.01** The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. County shall indemnify and save the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees.

### **SECTION SIX PERIOD OF AGREEMENT**

- 6.01** This agreement will begin when executed by the City and the County and will continue until terminated as provided below.

## SECTION SEVEN MISCELLANEOUS

- 7.01 Amendments. This agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all parties in the manner provided by law.
- 7.02 Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 7.03 Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
- 7.04 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 7.05 No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 7.06 No Separate Entity and No Joint Property. This Agreement does not create an interlocal entity and the parties do not intend to acquire any joint property as a result of entering into this Agreement.
- 7.07 Resolution of Approval. Each party to this Agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Section 11-13-202.5. If not, this Agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required.
- 7.08 Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- 7.09 Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 7.10 Termination. This agreement may be terminated by either party, with or

without cause, upon a 30 day written notice.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate,  
each of which shall be deemed an original.

WOODRUFF CITY

Noaleen Bo Holman  
Noaleen Bo Holman  
City Mayor

Dated this 9<sup>th</sup> day of September, 2014.

ATTEST:

Amelisa Bell  
City Clerk

Dated this 9<sup>th</sup> day of September, 2014.

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Woodruff City, has reviewed  
the foregoing agreement and finds it to be in proper form and in compliance with state  
law.

\_\_\_\_\_  
Woodruff City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS OF RICH COUNTY

By: William E Cox  
Commissioner William Cox, Chair

Dated this 5<sup>th</sup> day of November, 2014.

Commissioner William Cox voted ✓

Commissioner Norman Weston voted ✓

Commissioner Thomas Weston voted ✓

ATTEST:

Rebecca Peart  
Rebecca Peart  
Rich County Clerk/ Auditor

Dated this 5<sup>th</sup> day of November, 2014.

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Rich County, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

Dated this 13 day of Jan, 2015, 2014.

Gary Heward  
Gary Heward  
Rich County Attorney