

RESOLUTION 2000-8

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERLOCAL AGREEMENT BETWEEN TOOELE COUNTY AND
THE CITY OF WENDOVER FOR BUILDING INSPECTION SERVICES**

WHEREAS, the Board of County Commissioners (Board) of Tooele County, Utah (County) does hereby determine that it is in the public interest and welfare of the residents of the County that the County enter into an Interlocal Agreement with the City of Wendover (Wendover) for building inspection services; and

WHEREAS, an Interlocal Agreement (Agreement) has been prepared for approval and execution by and between the County and Wendover; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-1, et seq., 1953, as amended, any two or more public agencies, as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental services, activities or undertaking which each public agency entering into the contract is authorized by law to perform, but that the agreement is to be authorized by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION, as follows:

1. The Agreement, as attached hereto, entitled "Interlocal Agreement between Wendover City-Tooele County for Building Inspection Services" is hereby accepted and approved by the Board. The Chair of the Board is authorized to execute and the County Clerk to attest and seal that Agreement for and in behalf of Tooele County.

Res. 2000-8

2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

DATED this 4th day of April 2000.

ATTEST:

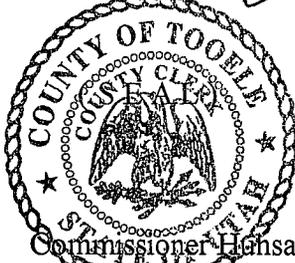
TOOELE COUNTY LEGISLATIVE BODY



DENNIS D. EWING, Clerk

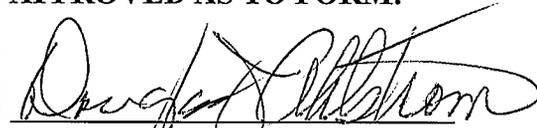


TERYL HUNSAKER, Chairman



Commissioner Hunsaker voted aye
Commissioner Griffith voted aye
Commissioner Rockwell voted aye

APPROVED AS TO FORM:



DOUGLAS J. AHLSTROM
Tooele County Attorney

**INTERLOCAL COOPERATION AGREEMENT
WENDOVER CITY - TOOELE COUNTY
BUILDING INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT, dated this 4th day of April 2000, is by and between WENDOVER CITY, a municipal subdivision of the State of Utah (hereafter "Wendover") and TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereafter "County").

W I T N E S S E T H

WHEREAS, the State of Utah has adopted certain uniform building codes and construction standards and has mandated in Utah Code Annotated, Section 58-56-8, that each political subdivision be responsible for the inspection of construction projects and for the enforcement of compliance with the provisions of the uniform codes; and

WHEREAS, the State of Utah has by law required that all building inspectors as of July 1, 1993, meet certain qualifications and become licensed by the State Division of Occupational and Professional Licensing; and

WHEREAS, the County and Wendover are able to provide the services of qualified building inspectors to assist each other in a cooperative effort to perform their statutory duties.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I - PURPOSE: County is restoring and intends to restore facilities and structures at the historic Wendover Airport. This agreement is to assist with the increased workload imposed upon City services without generation of revenue due to customary fee waiver practice; and to promote the County's special interest in increased restoration activities and inspection for historical preservation purposes which exceeds the scope of routine building inspection services. This agreement is also to provide for inspection services in remote areas of Tooele County in cases where Wendover could provide such services more effectively.

SECTION II - BUILDING INSPECTION SERVICES: County shall provide qualified building inspectors to inspect new construction at the Wendover Airport. Wendover agrees to waive permit fees for County construction projects at the airport.

Wendover agrees to act as a branch office for County jurisdictional areas in the vicinity of Wendover City, including but not limited to the Gold Hill, Ibapah and Pilot Peak areas, by supplying inspection services and administrative liaison as needed, but not exclusively, for Tooele County. Such duties may entail the receiving of permit applications and forwarding them to the County's building inspection division, conducting inspections for those permits for which County will reimburse Wendover 90% of the permit fee, or in reciprocity for waived fees as in the case of the Wendover City water pipeline and associated facilities.

Coordination of this agreement shall be between the building inspection departments of the respective jurisdictions and shall be directed by the building officials. The agreement shall not affect enforcement of zoning ordinances or issues of the respective jurisdictions. This agreement will not affect the authority of other agencies within these governmental agencies except as provided under State Uniform Building Code Requirements.

SECTION III - TERM AND TERMINATION: This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect until terminated, unless terminated pursuant to the following provisions:

A material breach of contract by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice to the defaulting party. This agreement may also be terminated without cause at any time by either party, provided, however, that such termination shall not be effective until sixty (60) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party; provided, however, that if this agreement is terminated during any time period that the County has already performed inspection services on a project, that all inspection services on that particular project shall be completed by the County without regard to the termination date of this agreement and the County shall be reimbursed for any such inspections that may take place beyond the termination date of this agreement.

SECTION IV - NOTICE: Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

County: Tooele County Commission
 47 South Main Street
 Tooele, Utah 84074

Wendover: Wendover City
91 East Wendover Blvd.
Wendover, Utah 84083

SECTION V. INDEMNIFICATION: Each party shall indemnify and save harmless the other party, its officers, agents, and employees from and against all claims, lawsuits, damage, injury, or liability claims however caused by said party, its agents, or employees or clients.

SECTION VI - SEVERABILITY: If, during the term of this agreement, it is found that a specific clause of this agreement is declared to be unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.

WENDOVER CITY:

STEVE PERRY, Mayor

ATTEST:

Recorder

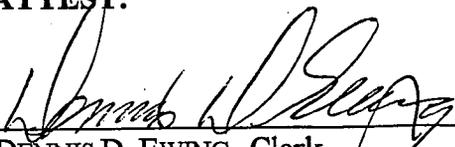
(SEAL)

TOOELE COUNTY:



TERYL HUNSAKER, Chairman
Tooele County Commission

ATTEST:



DENNIS D. EWING, Clerk

