

RESOLUTION 2003-06

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN TOOELE COUNTY AND GRANTSVILLE CITY FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

WHEREAS, pursuant to the Utah Interlocal Cooperation Act as set forth in the Utah Code Annotated 11-13-101 et seq., 1953 as amended, this resolution is for the purpose of approving the agreement whereby County will provide to Grantsville building inspection and plan review services for one certain building project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TOOELE COUNTY that the Interlocal Cooperation Agreement between Tooele County and Grantsville City for Building Inspection and Plan Review Services is hereby approved.

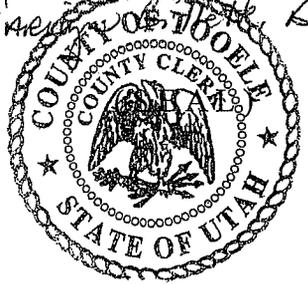
IN WITNESS WHEREOF, the Tooele County Legislative Body passed, approved and enacted this resolution this 18th day of March 2003.

ATTEST:

TOOELE COUNTY LEGISLATIVE BODY

Marilyn Sillett
DENNIS D. EWING, Clerk
Marilyn Sillett Deputy

Dennis Rockwell
DENNIS ROCKWELL, Chairman



Commissioner Rockwell voted *aye*
Commissioner White voted *aye*
Commissioner Lawrence voted *aye*

APPROVED AS TO FORM:

Douglas J. Ahlstrom
DOUGLAS J. AHLSTROM
Tooele County Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
TOOELE COUNTY AND GRANTSVILLE CITY FOR
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT dated March 18

2003, is between **Tooele County**, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and **Grantsville City**, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantsville"). This agreement is made pursuant to the Utah Interlocal Cooperation Act as set forth in the Utah Code Annotated 11-13-101 et seq., 1953 as amended, and is for the purpose of County providing to Grantsville building inspection and plan review services for one certain building project.

RECITALS

Grantsville is expecting to receive an application from a large-scale commercial and industrial developer, which application will need a plan review and building inspections to be performed by a qualified, licensed building inspector. Grantsville does not have a qualified inspector to perform such services and therefore desires to contract with County for the same. County is willing to assume the responsibilities described in this agreement to assist Grantsville.

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 - PLAN REVIEW AND BUILDING INSPECTION SERVICES: County agrees to provide Grantsville with the services of qualified building inspectors to perform all plan reviews and building inspections for the large-scale commercial/industrial development.

SECTION II - FEES: Grantsville agrees to pay County plan review fees calculated at 65 percent of Grantsville's building permit cost. Both parties recognize that the building permit fee will be waived by Grantsville. There will be no additional payments made to County for its inspection services.

SECTION III: LEGAL ENTITY: There is no new legal entity created by this agreement.

SECTION IV - 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. Either party may, without cause, terminate this agreement at any time, provided, however, that such termination shall not be effective until thirty (30) days after the terminating party gives written notice of its intention to terminate. If this agreement is terminated during any time period that County has already performed inspection services on a project, all inspection services on that particular project shall be completed by County without regard to the termination date of this agreement and County shall be reimbursed for any such inspections that may take place beyond the termination date of this agreement.

SECTION V - 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

Grantsville: Grantsville City
 c/o Byron Anderson, Mayor
 429 East Main Street
 Grantsville, Utah 84029

SECTION VI - 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 VII - 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.

DATED this ____ day of March 2003.

CITY OF GRANTSVILLE:

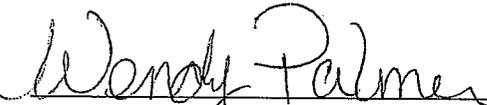
TOOELE COUNTY:

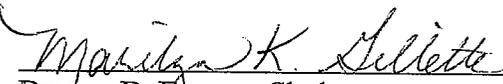

BYRON ANDERSON, Mayor


DENNIS ROCKWELL, Chairman
Tooele County Commission

ATTEST:

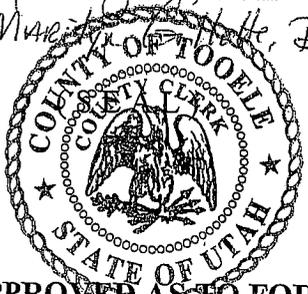
ATTEST:


Town Recorder


DENNIS D. EWING, Clerk

Marybeth G. Gillette, Deputy

(SEAL)



APPROVED AS TO FORM:

APPROVED AS TO FORM:


RONALD L. ELTON
Grantsville City Attorney


DOUGLAS J. AHLSTROM
Tooele County Attorney