

**INTERLOCAL AGREEMENT**

**between**

**WEBER COUNTY**

**and**

**HOOPER CITY**

*for code enforcement services*

THIS AGREEMENT is between WEBER COUNTY (“County”), a body corporate and politic of the State of Utah and HOOPER CITY (“City”) a municipal corporation of the State of Utah. County and City may be referred to jointly as the “parties.”

**RECITALS**

**WHEREAS**, the City does not currently have code enforcement personnel and is desirous of making the most cost effective use of tax dollars for code enforcement services; and

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

**WHEREAS**, City agrees to compensate the County as hereinafter set forth and City and County have determined and agreed that the said amount is reasonable, fair, and adequate compensation for providing such services;

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

1. SCOPE OF AGREEMENT

County shall provide code enforcement services for City. County’s Code Enforcement Officer will only respond to official complaints made to City. Once an official complaint has been made, City will contact County to initiate any review or inspection process with the County’s Code Enforcement Officer subject to the availability of the County Code Enforcement Officer.

If legal action is required to enforce the review or inspection, City shall be responsible for the legal enforcement and/or prosecution of any violations.

2. CONSIDERATION

City shall reimburse County for services rendered under this Agreement at a rate of \$45.00 per hour plus \$0.61 per mile. The parties agree that adjustments to the hourly and/or mileage rate may occur on an annual basis subject to changes in the Consumer

Price Index for that year. Adjustments to the hourly and/or mileage rate and shall be done through a written amendment to this Agreement and signed by the parties.

City shall remit payment to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by County. If such payment is not remitted to the County Clerk/Auditor when due, County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.

Any monies received from payment of fines resulting from a violation shall be paid to City and County shall have no claim to said resulting payments.

### 3. EFFECTIVE DATE/TERMINATION

This Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2023 and shall terminate five years thereafter on the \_\_\_\_ day of \_\_\_\_\_ 2028. The parties may indicate their desire to renew this Agreement through a properly executed amendment to this Agreement. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

### 4. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The parties shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.

### 5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. The parties are responsible, at their sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

## 8. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

## 9. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

## 10. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this

Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

## 11. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

## 12. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 13. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

14. ENTIRE AGREEMENT

The parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: \_\_\_\_\_  
Weber County

By: \_\_\_\_\_  
Hooper City

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Weber County Clerk/Auditor

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date