

**AN INTERLOCAL AGREEMENT BETWEEN
OGDEN VALLEY CITY AND WEBER COUNTY
FOR BUILDING PERMITTING AND 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, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as “County,” and Ogden Valley City, a municipal corporation of the State of Utah, hereinafter referred to as “City.”

WHEREAS, the City desires to make the most cost effective use of tax dollars for building permitting and inspection services; and

WHEREAS, the City has limited resources available to perform these tasks; and

WHEREAS, the City has entered into negotiations with the County to obtain the County’s assistance with building permitting and inspection services; and

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

WHEREAS, the City agrees to compensate the County as described below, and the City and the County have agreed that the listed amounts are reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises stated below, and pursuant to the provisions of the Interlocal Cooperation Act, the parties hereby agree as follows:

I. SERVICES TO BE PROVIDED

1. The County agrees to furnish to the City all services provided by the County’s Building Inspection Division, subject to the following provisions:
 - a. The County shall continue to provide services at a level that is equivalent to the level of service that is provided for unincorporated areas of the County for all open applications that have been accepted by the County and are currently in the review and approval process.
 - b. Following the City’s incorporation, the County shall, upon request of the City, continue to assist with permitting administration and inspection services within the City. All engineering reviews and land-use permitting decisions shall be processed, reviewed, and approved by the City, and the City shall be responsible for coordinating with the County and for providing all information reasonably necessary to allow the County to perform its services in compliance with applicable statutory timeframes. The City shall provide and keep current appropriate contact information for the County to utilize in connection with

permit application processing and inspections, which shall include an assigned City Council member and designated contacts for planning and zoning matters.

- c. The County retains discretion to process applications in accordance with its own internal scheduling and workload priorities, including consideration of applications received from unincorporated areas of the County.
2. The County retains the same discretion regarding Building Inspection Division services in the City as it has regarding such services in the unincorporated areas of the County. Just as the County may choose, at times, not to perform certain services in the unincorporated areas of the County, or to perform other higher priority services first, the County may make those same decisions for Building Inspection Division services in the City.
3. As the parties transition services from the County to the City, they shall cooperate in good faith to resolve any necessary details regarding the future provision of those services, including any required amendments to this agreement.

II. PERIOD OF AGREEMENT

1. This agreement shall become effective upon the later of (a) its approval and execution by each party, together with the filing of an executed copy of this agreement with the keeper of records of each party, and (b) the date the City's incorporation takes effect. Unless sooner terminated as provided for herein, this agreement shall run until June 30, 2027.

III. PAYMENT

1. No direct payment shall be exchanged between the parties for the services provided under this Agreement. The County shall continue to utilize its existing fee collection system and shall not charge the City any administrative or service fees for such assistance. The County shall charge and retain its standard fees for Building Inspection Division services as compensation for performing such services, in the same manner as when the area was unincorporated, and may modify its fee schedule from time to time to account for inflation and the cost of providing services.
2. The County may retain those fees it is authorized to collect and retain under its fee schedule; however, the County shall remit to the City all fees collected on the City's behalf, including but not limited to engineering review fees, land use permit fees, impact fees, and any other fee imposed or charged by the City in connection with applications or development within the City. Such fees shall be remitted to the City as they are processed by the County. If the City adopts an ordinance establishing building inspection fees in excess of the County's standard fees, the County shall remit to the City the amount of the difference between the County's standard fees and the fees established by City ordinance.

IV. EQUIPMENT AND LABOR

1. The County shall furnish all necessary labor, supervision, and equipment reasonably necessary to provide the services specified herein.

V. AUTHORITY AND EMPLOYMENT STATUS

1. For the purpose of performing all the services pursuant to this agreement, County employees shall be considered County employees and not employees of the City.

VI. INDEMNIFICATION AND LIABILITY

1. Each party retains all protections provided by the Governmental Immunity Act of Utah, and none of the provisions of that act is waived by either party.
2. In addition, the City shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to the City's exercise of land-use authority, engineering review, permitting decisions, or other regulatory determinations made by the City in connection with services performed under this agreement, except to the extent caused by the County's gross negligence or willful misconduct. Nothing in this section shall be construed as a waiver of any governmental immunity or limitation of liability available to either party under the Governmental Immunity Act of Utah.

VII. MISCELLANEOUS

1. 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.
2. 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.
3. Filing of Agreement. An executed counterpart of this agreement shall be promptly filed with the keeper of the records of each of the parties.
4. 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. In the event of any change in applicable state or federal law, rule, or regulation, or any conflict between this agreement and applicable state or federal law, the applicable state or federal law shall control, and this agreement shall be interpreted and applied in a manner consistent with such law without the need for formal amendment.
5. 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.

6. Additional Interlocal Cooperation Act Provisions

- a. This agreement establishes a cooperative undertaking, but not a joint venture, between the parties. Neither party shall serve as the legal representative or agent of the other party for any purpose. Neither party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other party. Neither party shall have any obligation with respect to the other party's debts or other liabilities, except as specifically provided in this agreement.
- b. 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.
- c. Each party will be responsible for maintaining its own financial budget for its participation in this agreement. There will be no joint budget.
- d. Each party to this agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Utah Code 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. Otherwise, the party shall approve this agreement through the adoption of a resolution.
- e. In accordance with the provisions of Utah Code Section 11-13-202.5(3), 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.
- f. To comply with the Interlocal Cooperation Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this agreement. The County appoints its Community Development Director as its administrator for all matters relating to the County's participation in this agreement. A party may change the designation of its administrator by providing written notice to the other party. To the extent that any joint administration of this agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this agreement.
- g. Promptly after execution of this agreement by the parties, each party shall publish notice regarding this agreement pursuant to section 11-13-219 of the Interlocal Cooperation Act.

7. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect, unless the invalidation of the provision materially alters this agreement. If the invalidation of the provision materially alters the agreement, the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.
8. Assignment. Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party.
9. Termination.
 - a. This agreement may be terminated by either party, with or without cause, by giving 60 days' advance written notice to the other party.
 - b. If the City terminates the agreement early, it shall pay all of the County's expenses incurred up through the effective date of the termination, plus any additional expenses incurred as a result of the early termination.
10. No Exclusivity. It is anticipated that the City will, over time, transition to providing services on its own and through other providers it elects to procure. Nothing in this agreement shall limit the City's ability to enter into future service contracts with third parties to provide the same services described herein. The City shall provide the County with reasonable notice of any such agreement that significantly changes the level of service the County will provide. Any modification to the services provided and/or the compensation payable shall be made only by a signed written amendment, as provided above.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this agreement.

OGDEN VALLEY CITY

BY: _____ DATED: _____
Printed Name:
Title:

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
Gage Froerer
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney