

RESOLUTION NO. 85- 125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH APPROVING A REVISED INTERLOCAL AGREEMENT BETWEEN MILLARD COUNTY AND DELTA CITY, WHICH AGREEMENT PROVIDES FOR BUILDING INSPECTION SERVICES WITHIN DELTA CITY, AND AUTHORIZING DELTA CITY TO BE A PARTY TO SAID AGREEMENT AND AUTHORIZING EXECUTION AND ADMINISTRATION OF SAID AGREEMENT.

RECITALS

The City Council of the City of Delta, Utah, referred to herein as the "City Council" hereby recites the following as the basis for adopting this resolution:

A. Delta City and Millard County heretofore negotiated an agreement for joint operation of the building inspection programs of the respective entities whereby the Millard County Building Inspector would be available as needed for building inspections or other necessary services within Delta City.

B. The agreement previously negotiated between the parties was approved by Resolution No. 85-122 adopted by the City Council on March 11, 1985. Since the adoption of that resolution and the agreement approved thereby, problems have arisen in interpreting and applying said agreement to the operation of the building inspection programs. Representatives of Millard County and Delta City therefore met and negotiated certain revisions to the contract approved March 11, 1985, which revisions the City Council desires to approve at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Utah:

1. Agreement Approved. The City Council hereby approves the interlocal cooperation act agreement attached hereto providing for building inspections within Delta City and authorizes Delta City to enter into this agreement, being attached hereto as Exhibit "A." Further authorization is given for the Mayor and City Recorder to execute and attest, respectively, this agreement and for the Delta City Attorney to sign said agreement as the approved attorney for Delta City if he determines that the agreement is in proper legal form as provided in the Interlocal Cooperation Act.

2. Previous Agreement Void. The agreement approved by the City Council in Resolution No. 85-122 is hereby declared void and of no further effect upon the execution of the attached agreement by Delta City and Millard County. It is the intention of the Delta City Council that the attached agreement replace and supersede the agreement approved under Resolution No. 85-122.

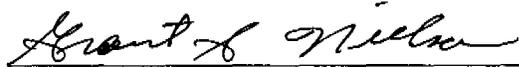
3. Administration. The City Council hereby designates the Delta City Manager to administer the terms of the attached agreement on behalf of Delta City, and delegates to the City Manager and such person or persons as may be designated by the City Council as the Delta City Building Official the responsibility for administration of said agreement.

4. Effective Date. This resolution shall become effective immediately.

5. Severability. In the event that any provision of this resolution less than the entire resolution is held invalid by a court of competent jurisdiction, this resolution shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this resolution.

6. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND APPROVED THIS 6 day of May, 1985.


GRANT S NIELSON, Mayor

Attest: 
DOROTHY JEFFERY,
City Recorder

INTERLOCAL COOPERATION ACT AGREEMENT PROVIDING FOR
BUILDING INSPECTIONS WITHIN DELTA CITY

THIS AGREEMENT is entered into between MILLARD COUNTY, whose address is P.O. Box 854, Delta, Utah 84624, a body corporate and politic of the State of Utah, and the CITY OF DELTA, whose address is P.O. Box 397, Delta, Utah 84624, a municipal corporation of the State of Utah, herein referred to as "Delta City."

RECITALS

WHEREAS, Millard County has hired a building inspector to conduct building inspections throughout the unincorporated areas of Millard County; and

WHEREAS, Delta City desires to contract with Millard County to obtain building inspections from the Millard County Building Inspector; and

WHEREAS, the parties desire to enter into this agreement pursuant to authority granted by the Utah Interlocal Cooperation Act, § 11-13-1, et seq., UCA, to set forth the terms and conditions of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained, it is agreed as follows:

1. BUILDING INSPECTION SERVICES.

a. Personnel and Equipment. Millard County shall make available to Delta City, upon the terms and conditions contained herein, one building inspector and a vehicle for the inspector to conduct building inspection business on an as needed basis within the incorporated area of Delta City.

b. Place of Business. The building inspector shall use the Delta City office designated for his use to conduct all business related to Delta City and shall maintain accurate and comprehensive records of such business in said office so that the information and data are available for use as needed by other designated City employees.

c. Plans Examination. The building inspector shall be responsible to conduct examination of all building plans for building projects requiring issuance of permits under the Delta City Building Code to ensure compliance with all building codes and regulations relating to building plans and ensure compliance with adopted codes.

d. Permits and Construction Inspections. He shall review building permit applications, conduct inspections of building construction and conduct final inspections of construction, and investigate and report alleged violations of the code to the Delta City building official and shall make written recommendation on whether building permits or occupancy permits should be issued on building projects under the jurisdiction of the

building official.

e. Reports and Reporting. He shall note all inspections on the building permit as a matter of record and shall notify the building official of all violations, irregularities and enforcement notices. The building inspector shall provide oral and written summaries to the building official and City Council of all construction conducted, in progress and forecasted on a quarterly basis.

f. Public Relations. The building inspector shall be responsible for maintaining effective working relationships with architects, engineers, contractors, building owners, as well as all public officials involved in building code enforcement. He shall also perform such other duties as may be assigned by Delta City building official.

2. COST.

The cost to Delta City shall be on an hourly basis for the building inspector and on a mileage basis for the vehicle provided. Chargeable time and mileage for Delta City shall begin when the building inspector leaves the Millard County offices at 26 North 300 West, Delta, Utah, for an inspection within the incorporated area of Delta City, or performance of other necessary duties, and shall cease when the building inspector returns to the above office. The chargeable costs shall be as follows:

Building Inspector \$16.00 per hour

Vehicle \$.25 per mile

The building inspector shall maintain accurate records of all time expended and mileage incurred on each particular Delta City inspection. Billing to Delta City shall be made on a monthly basis. Delta City shall pay said bills within two weeks of receipt and shall mail payments to:

Mary Day
Millard County Treasurer
Millard County Offices
60 South Main
P.O. Box 226
Fillmore, UT 84631

Copies of each payment shall also be delivered to the building inspector to enable him to monitor payments.

3. TERM.

This agreement shall continue in force and effect until cancelled upon 30 days written notice by either party, except as otherwise provided herein.

4. EMPLOYMENT OF BUILDING INSPECTOR. Millard County shall be the employer of the building inspector. Millard County shall therefore have final authority in selecting the individual to fill the building inspection position; however, Millard County shall consider recommendations from Delta City in that regard.

5. COMMUNICATION WITH BUILDING INSPECTION VEHICLE. The parties hereto believe it would be advantageous for each party to be able to contact the building inspector by radio when the building inspector is in his vehicle. The parties shall therefore equally share the cost of purchasing, installing and maintaining a communication radio to be installed in the building inspection vehicle. Each party shall pay the cost of purchasing and maintaining their respective base units located in their respective offices. At such time in the future as Millard County shall purchase from Delta City their one-half interest in the radio installed in the Millard County Building Inspector vehicle at one-half of the then-existing market value for said radio.

6. DEFAULT. In the event of the default by Delta City in paying for the services rendered herein, Millard County shall first give written notification to Delta City outlining the alleged default. If said default is not corrected within two weeks of the date of mailing said default notice, Millard County may, at their sole option, immediately declare this agreement terminated.

7. INDEMNIFICATION. Delta City agrees to defend, indemnify and hold harmless Millard County and any of its officers, employees or agents from and against any and all liability of any nature caused by the building inspector's actions or omissions in making inspections within the incorporated limits of

Delta City or in enforcing or failing to enforce the Delta City Building Code, or the performance of other services for Delta City, PROVIDED THAT Millard County shall assume all liability from operation of any Millard County vehicle by the Building Inspector whether within or without the city limits of Delta City.

8. GOVERNING LAW. This agreement shall be governed by the laws of the State of Utah.

9. ASSIGNMENT. Neither party shall assign this agreement or any of the rights and duties hereunder, either in whole or in part, without the prior written consent of the other.

10. INDEPENDENT CONTRACTOR. Millard County is acting as an independent contractor and not as an employee or agent of Delta City in the execution and performance of this agreement. Neither party has the authority to act for, bind, or legally commit the other party in any way.

11. NOTICE. Any notice required to be given pursuant to this agreement shall be mailed by certified mail, return receipt requested, as follows:

Millard County Administrator
Millard County Offices
P.O. Box 854
Delta, Utah 84624

Delta City Administrator
Delta City Offices
P.O. Box 397
Delta, Utah 84624

THIS AGREEMENT is entered into this ____ day of _____,
1985, by Millard County.

MILLARD COUNTY

MICHAEL R. STYLER, Chairman

Attest:

MARLENE WHICKER
Millard County Clerk

Approved as to form by
MILLARD COUNTY ATTORNEY

THIS AGREEMENT is entered into this ____ day of _____,
1985, by the City of Delta.

CITY OF DELTA

GRANT S. NIELSON, Mayor

Attest:

DOROTHY JEFFERY
Delta City Recorder

Approved as to form by
DELTA CITY ATTORNEY