

RESOLUTION 2000- 264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, UTAH APPROVING AN INTERLOCAL AGREEMENT BETWEEN MILLARD COUNTY, UTAH AND DELTA CITY, UTAH FOR BUILDING INSPECTION SERVICES.

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. Millard County has on staff building inspectors, certified by the International Conference of Building Officials, who conduct building inspections throughout the unincorporated areas of Millard County and within those cities where a contract for such services has been approved.

B. Delta City desires to contract with Millard County to obtain the services of the Millard County Building Inspector for construction over which Delta City is a local regulator as provided in the Utah Uniform Building Standards Act, Chapter 56, Title 58, Utah Code Annotated ("UCA").

C. Section 58-56-9(2), UCA allows a local regulator to contract for the services of a licensed inspector not regularly employed by the local regulator.

D. The parties desire to enter into agreement under the Utah Interlocal Cooperation Act to provide for such building inspection services.

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 inspection services within Delta City and authorizes Delta City to enter into said agreement. Further authorization is given for the Mayor and City Recorder to execute and attest, respectfully, the Interlocal Cooperation Act agreement and for the Delta City Attorney to sign said agreement approving it to be in proper form and compatible with the laws of the State of Utah.

2. Previous Building Inspection Services Agreements Void. All previous agreements for building inspection services, including, but not limited to, the agreement approved by the Delta City Council in Resolution No. 85-125, are hereby declared void and of no further effect upon execution of the attached interlocal agreement by the governing bodies of Delta City and Millard County.

3. Administration. The City Council hereby designates the Delta City Mayor or

his/her designee to administer the terms of the attached agreement on behalf of Delta City, jointly with the individual designated by the Millard County Commission to administer the terms of said agreement.

4. Effective Date. This resolution shall become effective upon adoption.

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.

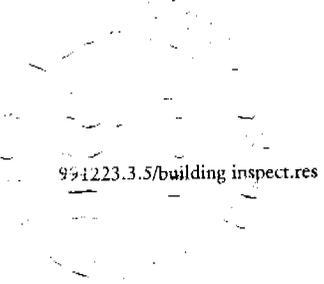
6. Repeal of Conflicting Resolutions. To the extent that any resolutions or policies of the City of Delta conflict with the provisions of this resolution, they are hereby amended to be in accordance with the provisions hereof.

PASSED AND ADOPTED this 24th day of JANUARY, 2000.



R. DALE ROPER, Mayor

Attest: 
Gregory Jay Schafer
City Recorder



991223.3.5/building inspect.res

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
BETWEEN DELTA CITY AND MILLARD COUNTY, UTAH**

THIS AGREEMENT is made and entered into this _____ day of January, 2000 by and between:

- I. MILLARD COUNTY, a body corporate and politic of the State of Utah of 60 South Main, Fillmore, Utah 84631, referred to in this agreement as "Millard County"; and
- II. DELTA CITY, a municipal corporation and political subdivision of the State of Utah, whose address is 76 West 200 North, Delta, Utah 84624, referred to in this agreement as "Delta City".

These parties are referred to collectively in this agreement as the "parties".

WITNESSETH:

The parties recite the following as the basis for entering into this agreement:

- A. Millard County has on staff building inspectors, certified by the International Conference of Building Officials, who conduct building inspections throughout the unincorporated areas of Millard County and within those cities where a contract for such services has been approved.
- B. Delta City desires to contract with Millard County to obtain the services of the Millard County Building Inspector for construction over which Delta City is a local regulator as provided in the Utah Uniform Building Standards Act.
- C. The parties desire to enter into agreement under the Utah Interlocal Cooperation Act to provide for such building inspection services.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the parties agree as follows:

1. Millard County Agreement to Provide Building Inspection Services.
 - 1.1 During the term of this agreement, Millard County shall make the Millard County Building Inspector available to Delta City upon the terms and conditions specified in this agreement for building activity conducted within the jurisdiction of Delta City over which Delta City is a local regulator under the terms of the Utah Uniform Building Standards Act.
 - 1.2 The building inspector to be provided by the Millard County Building Inspection Department under this agreement (the "Building Inspector") shall maintain adequate and accurate records of all business conducted on behalf

of Delta City so that information and records are available for use as needed by Delta City and its officials, employees and members of the public.

- 1.3 Upon request, the Building Inspector shall be responsible to conduct examinations of all building plans for building projects for Delta City. The Building Inspector shall conduct such reviews to ensure compliance with all building codes and regulations relating to buildings and building plans.
- 1.4 The Building Inspector shall, at the request of the owner or contractor: (a) review all building permit applications, (b) conduct inspections on building construction, (c) conduct final inspections of construction, (d) investigate and report alleged violations of building and construction codes to Delta City, and (e) make written recommendations on whether building permits or occupancy permits should be issued on building projects under the jurisdiction of Delta City.
- 1.5 The Building Inspector shall keep records of all inspections on building permits and shall notify Delta City of all violations, irregularities and enforcement notices. The Building Inspector shall provide written inspection reports to Delta City and, when requested, to the mayor and city council of all inspections conducted.
- 1.6 The Building Inspector shall be responsible for maintaining effective working relationships with all persons involved in construction activity or code enforcement in Delta City, including, but not limited to, architects, engineers, contractors, building owners, members of the public and all public officials.
- 1.7 The Building Inspector shall refer all inquiries and matters pertaining to the Delta City zoning ordinances, subdivision ordinances and fee schedules to the Delta City Public Works Department.
- 1.8 The Building Inspector shall perform such other duties as may be specifically agreed to between Delta City and Millard County as necessary to comply with the provisions of the Utah Uniform Building Standards Act.
2. Payment for Cost of Building Inspection Services.
 - 2.1 Delta City agrees to pay Millard County on a percentage basis for building inspections provided by the Building Inspector.
 - 2.2 Costs chargeable to Delta City shall be 40% of the total building permit fees assessed.
 - 2.3 Billing to Delta City shall be on a monthly basis or on such other basis, not more frequently than monthly, as may be convenient to Millard County. Delta City shall make payment for all billings within thirty (30) days of receipt thereof and shall mail payments to:

Millard County Building Inspection Department
P. O. Box 854
Delta, UT 84624

3. General Provisions.
- 3.1 **Term.** Subject to paragraph 3.7 below, this agreement shall continue in full force and effect, effective January 1, 2000, and shall automatically renew on January 1 of each year thereafter unless terminated by either party in accordance with the procedure set out in this agreement. This agreement may also be terminated, upon proper notice, at any time that Millard County fails to appropriate money to retain a Building Inspector on staff, or if Millard County for any other reason discontinues its building inspection program, or at any time that Delta City fails to appropriate money to retain a Building Inspector.
- 3.2 **Termination.** This agreement may be terminated by either party by giving at least ninety (90) days written notice. The notice shall be sent in the manner specified in this agreement. Any such notice shall specify the date on which termination shall occur.
- 3.3 **Inspector a Millard County Employee.** Millard County shall be deemed to be the employer of the Building Inspector. Millard County shall therefore have final authority to select an individual to fill the building inspection position; however, Millard County may consider recommendations from Delta City in that regard. Millard County shall have the right to direct the methods employed by the Building Inspector and the manner in which the services are delivered; provided, however, the building inspection services shall be delivered in a manner consistent with this agreement, the Utah Uniform Building Standards Act, and other applicable law. Millard County shall be solely responsible for all salaries and compensation to be paid the Building Inspector.
- 3.4 **Administration.** A joint board consisting of the Millard County Building Inspector and Delta City Mayor or his/her designee shall administer this agreement.
- 3.5 **Authority.** This agreement is entered into under the authority of the Utah Interlocal Cooperation Act as set out in Utah Code Annotated, Title 11, Chapter 13. The laws of the State of Utah shall govern this agreement.
- 3.6 **Notice.** Any notice to be given under this agreement shall be sent by certified mail, return receipt requested, addressed as follows:
- 3.6.1 If to Millard County: Millard County Clerk, 765 South Highway 99, Suite 6, Fillmore, Utah 84631; with a copy to Millard County Building

Inspector, 71 South 200 West, P. O. Box 854, Delta, Utah 84624.

3.6.2 If to Delta City: Delta City, 76 North 200 West, Delta, Utah 84624.

3.7 **Effective Date.** This agreement shall become effective after it has been approved by a resolution adopted by the governing body of each of the parties hereto, the agreement has been approved pursuant to Utah Code Annotated, Section 11-13-9 on behalf of each entity by an authorized attorney for that entity and a copy of this agreement has been filed in the office of the record keeper for each party to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement, in duplicate, on the date written above.

**BOARD OF COUNTY COMMISSIONERS
OF MILLARD COUNTY**

By: _____
Chairman

ATTEST: _____
Millard County Clerk

Approved pursuant to UCA Section 11-13-9.

Millard County Attorney

DELTA CITY

By: R. Dale Roper
Mayor

ATTEST: Gregory Jay Schuler
Delta City Recorder

Approved pursuant to UCA Section 11-13-9

Delta City Attorney