INTERLOCAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as of the ____ day of _____, 2024, by and among the Utah cities and towns of St. George, Hurricane, Washington, Ivins, Santa Clara, Enterprise, and Washington County (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

A. WHEREAS, pursuant to Utah Code Annotated § 11-13-1 *et seq*., the Interlocal Cooperation Act (the "Act") public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action, and the Parties are public agencies as defined in Utah Code Annotated 11-13- 103(19);

B. WHEREAS, each Party has building inspectors with equipment and personnel qualified to provide the inspections typically required to ensure compliance with building permits and building regulations within their respective jurisdictions.

C. WHEREAS, each Party desires to cooperate with and assist others to facilitate the timely completion of building inspections.

D. WHEREAS, the Parties wish to benefit all Parties and their respective residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party’s jurisdiction under certain circumstances.

E. WHEREAS, the Parties intend to be on one another’s “third-party inspection firm list” as required by Utah Code Annotated § 15A-1-105.

F. WHEREAS, this Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal agreements between or among the Parties. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party’s own geographic area of jurisdiction.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective municipal areas of St. George, Hurricane, Washington, Ivins, Santa Clara, ~~Toquerville, LaVerkin, Virgin, Springdale~~Enterprise, and Washington County service areas. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. THIRD-PARTY INSPECTION FIRM LIST. The Parties agree to be listed on one another's Third-Party Inspection Firm List ("List") as defined in Utah Code Annotated § 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's ("Applicant") request, that Party ("Originating Party") shall refer the Applicant to the List, and the Applicant may select a third-party inspection firm pursuant to Utah Code Annotated § 10-6-160(2)(b) or Utah Code Annotated § 17-36-55(2)(b). The List must contain the names and contact information of at least three (3) Parties. The List shall indicate that the names are in no particular order and that the Applicant may select any Party from the List, and that the Applicant must initiate contact with the inspection firm to schedule the inspection. For the initial one (1) year term of this Agreement, Washington County shall not be included on a Party's List, but Washington County may include the other Parties on its own List. No Party shall be considered an agent of another Party under this Agreement.

5. COMMUNICATIONS BETWEEN PARTIES. If the Applicant selects and contacts another Party ("Contacted Party") the Contacted Party shall conduct the inspection in lieu of the Originating Party. The Contacted Party shall notify the Originating Party in writing of the Applicant's request, and keep the Originating Party informed of the inspection status. The Parties shall communicate as necessary to complete and document the inspection.

6. FEES. The Contacted Party shall charge an hourly fee of eighty-seven dollars ($87.00) for each inspection, including travel time using the most direct route to and from the Contacted Party's office which contains the office of the individual conducting the inspection.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and staff (collectively, "representatives") who provide services under this Agreement to the extent required by law. Each Party will maintain insurance sufficient to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for an inspection outside its jurisdictional area as it possesses in the performance of its duties within its own jurisdiction. All obligations imposed upon the Parties or their representatives by virtue of this Agreement are considered within the current scope of employment of each Party.

9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their representatives. Each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own representatives involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

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10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's representatives working outside the jurisdiction of that Party will be treated in the same manner as if the representative were killed or injured while functioning within its own jurisdiction, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of one (1) year from the effective date. The effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to this Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. At the end of the initial one (1) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for successive three (3) year terms. The Parties shall review this Agreement at least ninety (90) days before the end of each three (3) year term. Each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, by giving ninety (90) days prior written notice of such termination to each of the other Parties.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be the Fifth Judicial District, State of Utah.

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address designated herein, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing and delivered to all parties. In the event a municipality changes its official address and makes this change publicly available, the public notice is considered sufficient for purposes of informing the Parties of the address change.

20. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. However, Parties may independently enter into separate agreements regarding fees. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

21. EXECUTION. The Parties agree that each Party must execute this Agreement through an execution page that utilizes a format substantially similar to the attached Exhibit A. Upon execution of the Agreement, each Party will provide all other Parties with an original execution page. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

// SIGNATURE PAGES FOLLOW //

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EXHIBIT A

CITY OF _____

Agreed this _____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

CHIEF BUILDING OFFICIAL / CONTACT INFORMATION CHANGES:

Name and Title: _____
Mailing Address:_____
Email Address: _____
Telephone: _____

LEGAL NOTICES / CONTACT INFORMATION CHANGES:

Name and Title: _____
Mailing Address:_____
Email Address: _____
Telephone: _____

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