

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
TOOELE COUNTY AND GRANTSVILLE CITY FOR
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT, dated this 15th day of February 2011, is entered into between **Tooele County**, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and **Grantsville City**, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantsville"). This agreement is made pursuant to the Utah Interlocal Cooperation Act as set forth in the Utah Code Annotated 11-13-101 et seq., 1953 as amended, and is for the purpose of County providing to Grantsville building inspection and plan review services for one certain building project.

RECITALS

Grantsville is expecting to receive an application for a residence to be built for an employee of the Building Safety Division, which application will require plan review and building inspections to be performed by a qualified, licensed building inspector. In avoidance of potential appearance of conflict of interest and to establish an equitable treatment in the implementation of enforcement of current building codes as adopted by the State of Utah, Grantsville therefore desires to contract with County. Duties and responsibilities of the Building Inspector/Plan Review shall follow established County protocols and procedures. County is willing to assume the responsibilities described in this agreement to assist Grantsville.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I – PLAN REVIEW AND BUILDING INSPECTION SERVICES: County agrees to provide Grantsville with the services of qualified building inspectors to perform all plan reviews and building inspections for said project.

SECTION II – FEES: Fees shall be charged as per county fee schedules, as applicable.

SECTION III - LEGAL ENTITY: There is no new legal entity created by this agreement.

SECTION IV – TERM AND TERMINATION: This agreement shall take effect upon its execution by the parties. This agreement shall remain in full force and effect until this project is issued Occupancy.

SECTION V – NOTICE: Notices under this agreement shall be sent to the parties at the addresses set forth below or to such other address as the parties designate in writing:

County: Tooele County Commission
 47 South Main Street
 Tooele, Utah 84074

Grantsville: Grantsville City
 c/o Brent Marshall, Mayor
 429 East Main Street
 Grantsville, Utah 84029

SECTION VI – INDEMNIFICATION: Each party shall indemnify and hold harmless the other party, its officers, agents, and employees from and against all claims, lawsuits, damage, injury, or liability claims however caused by said party, its agents, or employees or clients.

SECTION VII – SEVERABILITY: If, during the term of this agreement, it is found that a specific clause of this agreement is declared to be unlawful, the remainder of the contract not affected by such a ruling shall remain in full force.

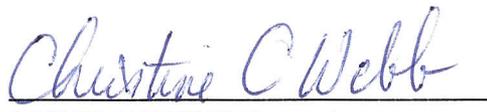
GRANTSVILLE CITY:


BRENT K. MARSHALL, Mayor

TOOELE COUNTY:

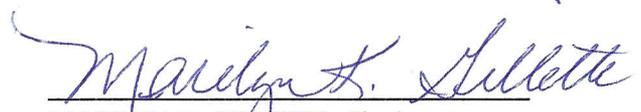

COLLEEN S. JOHNSON, Chairperson
Tooele County Commission

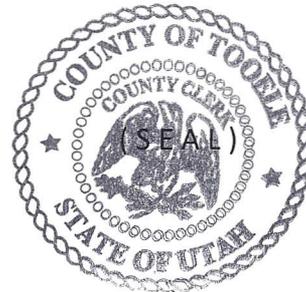
ATTEST:


RACHEL WRIGHT, Recorder
Deputy City Recorder

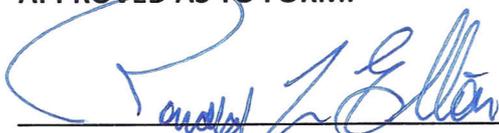


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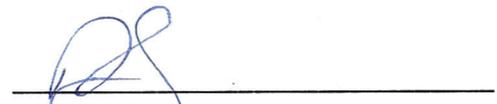

MARILYN K. GILLETTE, Clerk



APPROVED AS TO FORM:


RONALD L. ELTON
Grantsville City Attorney

APPROVED AS TO FORM:


DOUG HOGAN
Tooele County Attorney