

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE TOWN OF VIRGIN, UTAH AND THE TOWN OF ROCKVILLE, UTAH

THIS AGREEMENT is entered into this ____ day of _____ 2025 (“Effective Date”), between the Town of Virgin, Utah (hereinafter referred to as “Virgin”), and the Town of Rockville, Utah (hereinafter referred to as “Rockville”).

RECITALS

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (“Act”), authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for joint and cooperative action;

WHEREAS, each party is a public agency as defined in the Act and is authorized to enter into this Agreement;

WHEREAS, Rockville is in need of code enforcement services (the “Services”);

WHEREAS, Virgin currently has an individual that provides the Services (“Code Enforcement Officer”) who is able to provide the Services for Rockville; and

WHEREAS, Rockville and Virgin agree that Rockville using Virgin’s Code Enforcement Officer is mutually advantageous.

THEREFORE, it is hereby agreed as follows:

AGREEMENT

1. Cost and Payment. Rockville shall use Virgin’s Code Enforcement Officer on an as needed basis and pay Virgin for the Code Enforcement Officer’s time at an hourly rate of \$26.00. Virgin shall not charge Rockville for vehicle maintenance, supervision, or clerical overhead related to the Services provided by the Code Enforcement Officer to Rockville, nor shall Virgin charge Rockville when the Code Enforcement Officer is made available for Rockville’s town council meetings. Virgin shall bill Rockville quarterly on the first day of the quarter for the Code Enforcement Officer’s Services and Rockville shall pay Virgin within 30 days of receiving the invoice from Virgin.

2. Reporting. The Code Enforcement Officer shall provide quarterly reports of activity conducted for Rockville and may be available at Rockville’s town council and/or planning commission meetings to respond to questions and concerns. As the program develops, the Code Enforcement Officer shall focus his schedule according to town-specific concerns. The Code Enforcement Officer shall communicate regularly with Rockville officials for discussion of code enforcement actions.

3. No Separate Entity was Created. This is an agreement for joint and cooperative action of code enforcement services under the Act and no separate entity is created.

4. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

5. Interlocal Cooperation Act Requirements. In satisfaction with the requirements of the Act and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of Virgin;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party;
- d. The parties hereby designate Virgin as the administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated;
- e. The term of this Agreement shall commence on the Effective Date and shall continue for one year with automatic renewal each year, *on infinitum*, unless (i) either party to this Agreement gives 30-day notice prior to the renewal date, or (ii) the parties mutually decide otherwise; and
- f. No real or personal property shall be acquired jointly by the parties as a result of this Agreement.

6. Governmental Immunity. By entering into this Agreement, the parties do not (and do not intend to) waive any immunity provided to the parties hereto or their officials, employees, or agents by Title 63G, Chapter 7, *Utah Code Annotated*, known as the *Governmental Immunity Act of Utah*, or by other applicable law.

- a. Statutory Immunity. While performing duties under this Agreement, whether inside or outside the Code Enforcement Officer's own jurisdiction, the Code Enforcement Officer shall possess:
 - i. Authority. All code enforcement powers that the Code Enforcement Officer possesses within their own jurisdiction, and
 - ii. Officer Immunity. The same immunities and privileges as if the duties were performed within the Code Enforcement Officer's own jurisdiction.

7. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

8. Binding on Successors in Interest. This Agreement shall bind the parties hereto and their successors and heirs.

9. Agreement Not Assignable. It is hereby agreed by the parties that there will be no assignment or transfer of this Agreement, nor any interest in this Agreement.

10. Recitals. The recitals contained in this Agreement are incorporated into the Agreement.

11. Entire Contract. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter and constitutes the entire contract between the parties.

12. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty, and provision hereof.

13. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

14. Partial Validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this Agreement shall be considered valid and operative; and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

16. Necessary Acts and Cooperation. The parties hereby agree to do any act and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(signatures on next page)

SIGNATURES

TOWN OF ROCKVILLE

Pamela Leach
Mayor

Date:

ATTEST

APPROVED AS TO FORM

Rockville Keeper of Records
Attorney for Rockville

Date:

TOWN OF VIRGIN

Jean Krause
Mayor

Date:

ATTEST

APPROVED AS TO FORM

Virgin Keeper of Records
Attorney for Virgin

Date: