

VIRGIN TOWN

RESOLUTION NO. R2025-C

A RESOLUTION OF THE TOWN COUNCIL OF VIRGIN TOWN ADOPTING AND APPROVING THE INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES BY AND BETWEEN THE VIRGIN TOWN AND THE TOWN OF ROCKVILLE.

RECITALS

WHEREAS pursuant to Utah Code Ann. § 10-1-201 Virgin Town ("the Town") is a Utah municipal corporations and political subdivision of the State of Utah.

WHEREAS pursuant to Utah Code Ann. § 10-3b-401 the Virgin Town Council ("the Virgin Town Council") is the legislative and governing body of the Town.

WHEREAS pursuant to Utah Code Ann. § 10-1-201 the Rockville Town ("Rockville") is a Utah municipal corporations and political subdivision of the State of Utah.

WHEREAS pursuant to Utah Code Ann. § 10-3b-401 the Rockville Town Council ("the Rockville Town Council") is the legislative and governing body of the Town of Rockville.

WHEREAS pursuant to Utah Code Ann. §11-13-103(19) the Town and Rockville, as municipal corporations and political subdivisions of the State of Utah, qualify as Utah "Public Agencies" under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated ("the Act")

WHEREAS pursuant to Utah Code Ann. § 11-13-201 any power, privilege, or authority exercised or capable of exercise by a Utah public agency may be exercised and enjoyed jointly with any other Utah public agency having the same power, privilege, or authority, in a manner consistent with the provisions of the Act.

WHEREAS Virgin currently has a part-time "Code Enforcement Officer" who provides various services to said Town including the investigation of complaints and possible violations of the Virgin Town Code, the notification and follow up communications with residents and visitors found violating said Code requesting that they cease and desist and/or remediate said violation, refer persons found in continued or frequently reoccurring violation of the Virgin Town Code to Virgin's Prosecuting Attorney for possible criminal citation and prosecution in the Washington County Justice Court (collectively "Code Enforcement Services")

WHEREAS Rockville is in need of a person to provide the same Code Enforcement Services with regards to possible violations of the Rockville Land Use Code.

WHEREAS, Rockville and Virgin have discussed and agreed that Rockville may use Virgin's Code Enforcement Officer on a part-time, as needed basis, pursuant to the terms of the Interlocal Agreement for Code Enforcement Services attached hereto as *Exhibit "A"* and incorporated herein by this reference ("the Proposed Agreement").

WHEREAS all legal requirements pertaining to the Act have been met.

RESOLUTION

NOW THEREFORE, be it hereby resolved by the Virgin Town Council of Virgin Town, as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated fully into this Resolution as if fully set forth herein.
2. Findings in Support of Resolution. Based upon the Recitals set forth above and the language of the Proposed Agreement, the Virgin Town Council finds that it is mutually advantageous for Virgin Town to enter into this Agreement for joint and cooperative action in the sharing of Code Enforcement Services provided by the Code Enforcement Officer retained by the Town.
3. Authorization of Agreement. The Proposed Agreement is hereby authorized and approved by the Virgin Town Council, and the Mayor hereby authorized to execute the Proposed Agreement on behalf of the Town, with any necessary minor modifications as deemed appropriate, and to take all actions necessary to implement its terms.
4. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.
5. Conflicts/Repealer. This Resolution repeals and supersedes the provisions of any prior Town resolution in conflict herewith.
6. Effective Date. This Resolution shall become effective immediately upon adoption by the Virgin Town Council and execution by the Mayor.

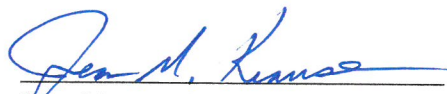
ADOPTED AND APPROVED BY THE VIRGIN TOWN COUNCIL this 15th day of April, 2025 based upon the following vote:

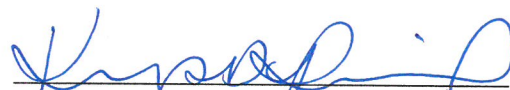
Council Person:

	AYE	NAY	ABSTAIN	ABSENT
Valerie Wenz	☒	☐	☐	☐
April McKeon	☒	☐	☐	☐
Paul Luwe	☒	☐	☐	☐
Mistie Baird	☒	☐	☐	☐
Jean Krause, Mayor	☒	☐	☐	☐

VIRGIN TOWN
A Utah Municipal Corporation

ATTEST:


Jean Krause, Mayor


Krystal Percival, Town Clerk

INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES ("Agreement") is entered into this ____ day of _____ 2025 ("Effective Date"), by and between Virgin Town, a Utah municipal corporation ("Virgin"), and the Town of Rockville, a Utah municipal corporation ("Rockville"). Throughout this Agreement Virgin and Rockville may be referred to individually as a "Party" and collectively as "the Parties".

RECITALS

WHEREAS the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated ("the Act"), authorizes public agencies and 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 Virgin currently has a part-time "Code Enforcement Officer" who provides various services to said Town including the investigation of complaints and possible violations of the Virgin Town Code, the notification and follow up communications with residents and visitors found violating said Code requesting that they cease and desist and/or remediate said violation, refer persons found in continued or frequently reoccurring violation of the Virgin Town Code to Virgin's Prosecuting Attorney for possible criminal citation and prosecution in the Washington County Justice Court (collectively "Code Enforcement Services").

WHEREAS Rockville is in need of a person to provide the same Code Enforcement Services with regards to possible violations of the Rockville Land Use Code.

WHEREAS, Rockville and Virgin have discussed and agreed that Rockville may use Virgin's Code Enforcement Officer on a part-time, as needed basis, pursuant to the terms of this Agreement.

AGREEMENT

Based upon the Recitals set forth above, and other mutually advantageous considerations, the Parties hereby agree as follows:

1. Cost and Payment. Rockville may use Virgin's Code Enforcement Officer on an as needed basis and shall pay Virgin for the Code Enforcement Officer's time at an hourly rate of Twenty-Six Dollars (\$26.00). Rockville shall not be responsible for any costs or fees associated with vehicle maintenance, supervision, or clerical overhead related to the Code Enforcement Services provided by the Code Enforcement Officer to Rockville. Additionally, Virgin shall not charge Rockville for the time that the Code Enforcement Officer spends attending Rockville Town Council meetings to provide a summary of the Quarterly Activity Report (defined below) and respond to questions posed by the Rockville Town Council. Virgin shall bill Rockville quarterly on the first day of the quarter for the Code Enforcement Services provided by the Code

Enforcement Officer and Rockville shall pay Virgin within 30 days of receiving the quarterly invoice from Virgin.

2. Reporting. The Code Enforcement Officer shall provide quarterly reports of Code Enforcement Services and activity conducted for Rockville and may, upon advance request, attend Rockville Town Council meetings to respond to questions and concerns. As Rockville's code enforcement program develops, the Code Enforcement Officer shall prioritize town-specific concerns. The Code Enforcement Officer shall communicate regularly with Rockville town officials regarding complaints received, or concerns had by Rockville Town officials, about possible violations of the Rockville Land Use Code.

3. No Separate Entity was Created. This is an agreement for joint and cooperative action regarding the provision of Code Enforcement Services under the Act and no separate entity is created. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary relationship or any other form of joint enterprise between the Parties. Neither Party shall have the authority to bind, obligate, or act on behalf of the other Party in any manner. Each Party is acting solely as an independent public agency with respect to the performance of this Agreement, and neither Party shall be deemed an employee, agent, or representative of the other for any purpose.

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 Parties as 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 Virgin Town Council and the Rockville Town Council - both of which being the legislative body of their respective towns;

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, 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. Code Enforcement Officer Immunity. The same immunities and privileges as if the duties were performed within the Code Enforcement Officer's own jurisdiction.

7. Insurance Coverage. While performing Code Enforcement Services to either Party, the Parties expressly covenant and agree that the Code Enforcement Officer (and his/her actions) shall be covered under the general liability and workmen's compensation insurance policies of the Party or Jurisdiction where the Code Enforcement Officer is located and providing Code Enforcement Services when the event or occurrence takes place.

8. 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.

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

10. 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.

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

12. Entire Contract. This Agreement supersedes all prior negotiations, representations, and agreements between the parties, whether written or oral, relating to the subject matter and constitutes the entire contract between the Parties.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

(Signature Pages to Follow)

SO AGREED as of the first date set forth above.

TOWN OF ROCKVILLE
a Utah municipal corporation

ATTEST:

Pamela Leach, Mayor

Shelley D. Cox, Town Recorder

APPROVED AS TO FORM & CONTENT:

Matthew D. Ekins, Town Attorney

SO AGREED as of the first date set forth above.

VIRGIN TOWN

a Utah municipal corporation

ATTEST:

| _____
Jean Krause, Mayor

Krystal Percival, Town Recorder

APPROVED AS TO FORM & CONTENT:

Heath H. Snow, Esq., Town Attorney