

AN AGREEMENT FOR GENERAL BUILDING INSPECTOR SERVICES

An agreement entered into this fifth day of December, 2019, by and between **EMERY COUNTY**, a political subdivision of the State of Utah, and **HUNTINGTON CITY**, a municipal corporation of the State of Utah.

WHEREAS, HUNTINGTON CITY is in need of general building inspector services

WHEREAS, HUNTINGTON CITY is desirous of engaging **EMERY COUNTY** to provide such general building inspector services in accordance with, and subject to the terms of this agreement; and

WHEREAS, EMERY COUNTY is willing to provide such services and to provide funding sources to provide such services, and

WHEREAS, Title 58, Chapter 56, Section 9, Utah Code Annotated, as amended, provides that cities and towns may contract for the services of a building inspector, and that Title 11, Chapter 13, Utah Code Annotated 1953, as amended, provides for such interlocal cooperation between local government units; and

WHEREAS, EMERY COUNTY and HUNTINGTON CITY desire to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to a form of interlocal cooperation that will work best with geographic, economic, population and other factors influencing the needs and development of local communities, and to provide benefit of economy of scale, economic development and utilization of natural resources for the overall promotion of the general welfare of **EMERY COUNTY and HUNTINGTON CITY**; and

NOW THEREFORE, BE IT HEREBY AGREED THAT:

GENERAL BUILDING INSPECTION SERVICES

EMERY COUNTY agrees to provide to **HUNTINGTON CITY** general building inspection services. General building inspection services shall include the issuing or denial of building permits to erect, construct, reconstruct, alter or change the use of any building or other structure within **HUNTINGTON CITY** or town, including manufactured homes, mobile homes, and modular units as defined by Title 58, Chapter 56, Utah Code Annotated, as amended. General building inspector services shall not include general responsibility for enforcement of zoning ordinances other than the granting or withholding of building permits. The granting or withholding of building permits will, however, fully conform to all zoning regulations then in effect.

QUALIFICATIONS OF INSPECTORS

EMERY COUNTY shall make every reasonable effort to provide a qualified, State of Utah licenced building inspector to provide the services agreed for herein.

SERVICE MANAGEMENT

The planning, organization, scheduling, direction and supervision of the building inspector and all other matters incident to the delivery of general building inspection services to **HUNTINGTON CITY** shall be as determined by **EMERY COUNTY**. **EMERY COUNTY** shall retain exclusive authority over the activities of the building inspection services personnel in the service area of **HUNTINGTON CITY**.

RESPONSIVENESS

The building inspector personnel shall give prompt consideration to requests from **HUNTINGTON CITY** regarding the delivery of general building inspection services therein. **EMERY COUNTY** building inspection services personnel shall make every effort to comply with these requests if they are consistent with good management practices, reasonable hour of the day considerations, cooperation for scheduling conflicts, including holidays and weekends, and good planning practices.

FEES

EMERY COUNTY shall set and collect all fees with regard to the issuance of building permits and inspection services. **EMERY COUNTY** will keep 95% of the **EMERY COUNTY** approved fee schedule for the inspection of residential, agricultural and commercial buildings. **HUNTINGTON CITY** will receive the remaining 05% to cover their cost of zoning, etc.

HUNTINGTON CITY RESPONSIBILITIES

The legislative body of **HUNTINGTON CITY** shall:

(a) Provide for the enforcement of zoning regulations including the issuance and withholding of building permits.

(b) Provide by ordinance that it shall be unlawful to erect, construct, reconstruct, alter, or change the use of any building or other structure within the municipality by such zoning regulations without obtaining a building permit from the building inspector.

(c) **HUNTINGTON CITY** will determine which small agricultural buildings in their jurisdiction will require building permits.

(d) Provide by ordinance that the building inspector shall not issue any permit unless the plans of and for the erection or construction or use, fully conform to all zoning regulations then in effect. Anyone seeking a building permit must present to **EMERY COUNTY** Planning and Zoning Department or their representative, documentation from **HUNTINGTON CITY** proving zoning clearance before a building permit will be issued.

(e) Provide that the following shall be adopted as the construction standards to which **HUNTINGTON CITY** shall adhere in building construction, alteration, remodeling and the regulation of building construction, alteration, remodeling and repair:

- 1) The Uniform Building Code, as promulgated by the I.C.B.O., as amended.
- 2) The National Electrical Code, as promulgated by the National Fire Protection Association, as amended.
- 3) The Uniform Mechanical Code, as promulgated by the I.C.B.O. and I.A.P.M.O., as amended.
- 4) The Uniform Plumbing Code as adopted by I.A.P.M.O., as amended.
- 5) Uniform Fire Code, as amended.
- 6) Uniform Code for the Abatement of Dangerous Building as promulgated by I.C.B.O.
- 7) **HUNTINGTON CITY** established ordinances or policies

MATERIAL AND EQUIPMENT

EMERY COUNTY shall furnish all labor, equipment, facilities and supplies required to provide **HUNTINGTON CITY** with general building inspection services as provided herein.

LIABILITY

EMERY COUNTY shall assume liability for, defend against, and secure **HUNTINGTON CITY** from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of **EMERY COUNTY'S** building inspector personnel in providing or failing to provide general building inspection services as provided in this agreement to **HUNTINGTON CITY**. **HUNTINGTON CITY** shall assume liability for defend against, and exempt **EMERY COUNTY** from all costs or damages for injury to person or property caused by **HUNTINGTON CITY**.

EMPLOYEE STATUS

All persons employed by **EMERY COUNTY** in providing general building inspection services to **HUNTINGTON CITY** shall be **EMERY COUNTY** officers or employees, and they shall not have any benefit, status or right to **HUNTINGTON CITY** employment or benefits. **HUNTINGTON CITY** shall be not liable for payment of salary, wages, or their compensation to **EMERY COUNTY** officers or employees providing general building inspection services to **HUNTINGTON CITY**. **HUNTINGTON CITY** shall not be liable for indemnity to any **EMERY COUNTY** officer or employee for injury or sickness arising out of his employment in providing general building inspection services for **HUNTINGTON CITY**.

Since building inspection services by **EMERY COUNTY** are contemplated for other cities in **EMERY COUNTY** in addition to unincorporated areas of **EMERY COUNTY** already served, residency of a building inspector within **HUNTINGTON CITY** is not a requirement or condition of this agreement.

CONSIDERATION

HUNTINGTON CITY shall not be charged for building inspector services in consideration of **EMERY COUNTY** providing general building inspection services as provided for herein, **HUNTINGTON CITY** shall not provide building inspection services or keep any fees for the performance of building inspection services. All fees for building inspection services shall be remitted to **EMERY COUNTY**.

ANNUAL FINANCIAL STATEMENT

At the end of each year during the term of this contract and extensions thereto, **EMERY COUNTY** shall provide to **HUNTINGTON CITY** an accounting and financial statement showing revenues and expenditures. The reimbursement of 5% of the building permit will be paid **HUNTINGTON CITY** during the first three months of each calendar year.

TERM OF AGREEMENT

This agreement shall take effect on September 1, 2019 shall continue through September 1, 2024. Unless terminated earlier, as provided for herein, this agreement shall be renewed automatically after the first term for successive terms of five years each. Notice of intention to terminate the contract shall be given in writing three months prior to the natural termination date. Provided however that this agreement may be terminated at any time by mutual consent of the parties.

SIGNATORIES

The parties hereto have executed this agreement the day and year first written above.

EMERY COUNTY

Chairman, Board of **EMERY COUNTY** Commissioners

ATTEST:

EMERY COUNTY Clerk

HUNTINGTON CITY



Mayor

ATTEST:



HUNTINGTON CITY Recorder

