

**INTERLOCAL COOPERATION AGREEMENT
TOOELE COUNTY AND THE TOWN OF OPHIR, UTAH
BUILDING INSPECTION SERVICES**

This Interlocal Agreement, dated this 23RD day of NOV. 2015, is by and between the Town of Ophir, Utah, a municipal subdivision of the State of Utah (hereafter "Ophir") and Tooele County, a body politic and corporate of the State of Utah, (hereafter "County")

WITNESSETH

WHEREAS, the State of Utah has adopted certain uniform building codes and construction standards and has mandated that each political subdivision be responsible for the inspection of construction projects and for the enforcement of compliance with the provisions of said uniform codes; and

WHEREAS, the State of Utah has by law required that all building inspectors meet certain qualifications and become licensed by the state Division of Occupational and Professional Licensing; and

WHEREAS, Ophir does not currently have its own licensed building inspectors; and

WHEREAS, the County is able to provide the services of qualified building inspectors to assist Ophir in a cooperative effort to perform its statutory duties.

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

SECTION I- PLAN REVIEW AND BUILDING INSPECTION SERVICES: The County agrees during the term of this agreement to provide to Ophir services of plan review and building inspection. In completing the plan review Tooele County will consider provisions of the Ophir Land Use Guide, including but not limited to, lot size, set-backs, etc.

SECTION II- BUILDING PERMIT/INSPECTION PRODEDURES: All persons requiring a building permit or plan check for construction or any other purpose within the town limits of Ophir, shall be required to first obtain a written authorization from an Ophir official indicating that the proposed construction has been approved by Ophir and complies with local regulations, including land use ordinances. Prior to requesting a building permit from-County, the applicant will be required to present proof to-the County of culinary water rights to the property (if applicable) and an approved waste water disposal system (if applicable). The applicant shall then be required to present Ophir's authorization to the County's building inspection office at the Tooele County.-County will then perform the inspections, review the plans, and issue the proper permits upon payment to County. Ophir shall track all building permit applications and permits issued.

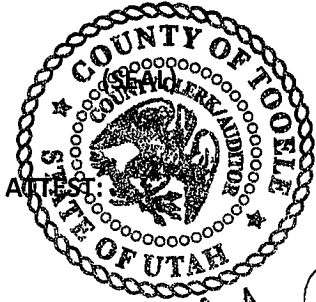
Dated this 10 day of NOV, 2015.

ATTEST:

TOOELE COUNTY:

Marilyn K. Gillette
MARILYN GILLETTE, CLERK

By Wade B. Bous
Chairman, Tooele County Commission



TOWN OF OPHIR, UTAH

[Signature]
Recorder

BY Walt Shubert
Walt Shubert, Mayor

Revised: November 5, 2015



SECTION III-FEES:

The applicant is responsible for all fees. In addition to any fees assessed by the Town of Ophir and the Tooele County Health Department, the Tooele County Building and-Development Department will determine and access fees associated with plan site review, building inspections, etc.

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 terminated-pursuant to the following provisions:

A material breach of contract by any party is grounds for termination immediate, if such breach is not remedied after fifteen (15) day written notice to the defaulting party. This agreement may also be terminated without cause at any time by either party, provided, however, that such termination shall not be effective until sixty (60) days after the terminating party gives notice of its intention to terminate, and such notice is received by the other party; provided, however, that if this agreement is terminated during any time period that the County has already performed inspection services on a project, that all inspections services on that particular project shall be completed by the County without regard to the termination date of this agreement and the County shall be reimbursed for any such inspections that may take place beyond the termination date of this agreement.

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

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

Town: Town of Ophir
c/o Walt Shubert, Mayor
Ophir, Utah 84071

SECTION VI- INDEMNIFICATION: Each party shall indemnify and save harmless the other party, its officers, agents, and employees from and against all claims, lawsuits, damage, injury, or liability claim however caused by said party, it agents, or employees of 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 affect by a ruling shall remain in full force.

SECTION VIII- NO NEW ENTITY: This agreement does not create a new interlocal entity.

SECTION IX- ADMINISTRATION: This undertaking shall be administered by Tooele County.