

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
RIVER HEIGHTS CITY
FOR
STORMWATER INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into on this the ____ day of _____, 2024, into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY".

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described stormwater functions within its boundaries by the COUNTY of Cache through the Public Works thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutual advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth, and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Public Works Office agrees to furnish all necessary new construction reviews and inspections, and to enforce State Laws and City ordinances within the corporate limits of River Heights City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of inspectors, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Public Works Director of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY's Mayor or Council or other representatives, shall have an opportunity to meet and confer with the Public Works Director and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Public Works department will furnish all new construction stormwater services which fall under regular business hours from 8:00 am to 5:00 pm, Monday thru Friday, to reasonably enforce all state and federal laws as far as they are applicable, and city ordinances as follows.
 - A. Attend pre-construction meetings and review SWPPP's.
 - B. It is agreed that the cost per permit for new construction stormwater services shall be determined by the COUNTY and agreed upon by the CITY. The costs and hours of services are detailed in Exhibit A attached.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to fulfill new construction stormwater inspections.
6. It is agreed that in all instances where special enforcement, stationary, notices, forms, and the like must be issued in the name of the CITY, it will be issued and supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY or employees shall not be deemed to be CITY officers or employees and COUNTY shall be completely responsible for them as provided in paragraphs 8 through 10.
 - B. All employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The COUNTY employees to be provided under the terms of this Agreement shall be appointed by the Cache County Public Works Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the City shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY fee and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claims.
11. Unless sooner terminated as provided for herein, the Agreement shall be effective on this the ___ day of _____, 2024, and shall run for a one-year period. With the consent of the River Heights City Council, this Agreement may be renewable for successive five-year periods. The Public Works Director shall be the administrator of this Agreement. In the event the CITY desires to renew this Agreement for any succeeding five-year period, the CITY Council, not later than 60 days preceding the expiration date of this Agreement, shall notify the Public Works Director that it wishes to renew the same, whereupon the Public Works Director, no later than 45 days, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 13 below, otherwise, such agreement shall finally terminate at the end of such five-year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted as needed during the five-year period, to reflect the cost of such services as determined by the COUNTY.
13. The CITY agrees to remit the contract amount to the Cache County Finance Department, 179 North Main Street, Logan, UT 84321 on or before December 31, of each year. If such payment is not remitted to the County Executive's office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of River Heights, by approval of the River Heights City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as Compatible with State Law:

Legal Counsel

David Zook, County Executive

Clerk

City Of River Heights

Approved as to form and as Compatible with State law:



Legal Counsel

Mayor

City Recorder

EXHIBIT A

This exhibit details the categories contracted for, and the cost of those categories. The cost to furnish new construction stormwater services to River Heights City are:

<u>Category</u>	<u>Amount</u>
Single Family Home	\$600/House + \$100 SWPPP Review Fee
Multi-Family Complex	\$800/Complex + \$200 SWPPP Review Fee
1 – 10 Lot Subdivision	\$1,000/Year + \$200 SWPPP Review Fee
11 – 20 Lot Subdivision	\$1,200/Year + \$200 SWPPP Review Fee
21+ Lot Subdivision	\$1,400/Year + \$200 SWPPP Review Fee