

CONTRACT MANAGEMENT SHEET
REVIEW DATES

TOOELE COUNTY CONTRACT # 97-07-02

CONTRACT NAME & PURPOSE:

CONTRACTING PARTIES: Interlocal Cooperation Agreement North Tooele County Fire Protection Service District -Impact Fee Collection Services

TOOELE COUNTY and North Tooele Co. Fire Dept

CONTRACT TERM:

From 07/1997 To _____

REVIEW DATE: <u>06/11</u>	FLAG FOR _____
REVIEW DATE: <u>3/20/12</u>	FLAG FOR <u>3/13</u>
REVIEW DATE: _____	FLAG FOR <u>3/14</u>
REVIEW DATE: _____	FLAG FOR _____
REVIEW DATE: _____	FLAG FOR _____
REVIEW DATE: _____	FLAG FOR _____
REVIEW DATE: _____	FLAG FOR _____

June 19, 1997

**INTERLOCAL COOPERATION AGREEMENT
NORTH TOOELE COUNTY FIRE PROTECTION SERVICE DISTRICT
TOOELE COUNTY
IMPACT FEE COLLECTION SERVICES**

This Interlocal Agreement, dated this 19th day of June 1997, is by and between the North Tooele County Fire Protection Service District, a special district created under Title 17A of the Utah Code (hereafter "District") and Tooele County, a body politic and corporate of the State of Utah, (hereafter "County").

WITNESSETH

WHEREAS, the State of Utah has authorized local political subdivisions to enact impact fees upon development activities; and

WHEREAS, the District has enacted impact fees upon development activities within the boundaries of the District; and

WHEREAS, the County is responsible for the collection of building permit and inspection fees on development activities within the boundaries of the District to ensure compliance with the provisions of the Uniform Building Code; and

WHEREAS, the District does not have the resources to collect its own impact fees; and

WHEREAS, the County has the ability through its collection of building permit and inspection fees to assist the District by also collecting at the same time the District's impact fees prior to approving a development activity;

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

SECTION I - IMPACT FEE COLLECTION SERVICES: The County agrees during the term of this agreement, to collect on behalf of the District all of the impact fees enacted and imposed by the District, upon any proposed development activity within the District, at the same time that the County collects its building permit fee for the same development activity. The District shall provide the County with a current copy of the District's impact fee enactment and provide any requested clarification of the same in order for the County to efficiently collect said impact fees.

SECTION II - FEES: The County shall receive from the District the sum of \$5.00 for each separate District impact fee collected under this agreement, in order to reimburse the County for its costs to administer this agreement. The County shall deliver to the District all impact fees collected on behalf of the District, within 30 days following each month that said fees are collected. The County shall submit with each payment to the District a detailed accounting of the impact fees collected during the month, together with a description of the development activity, its location, the square footage of all non-residential development, the full amount of the District impact fee collected and a calculation of the County fee to collect said impact fees for the District. The District shall pay the County the collection fee within 30 days following receipt of the County billing.

SECTION III - COLLECTION PROCEDURES: A developer, owner or builder who is required to obtain a County building permit for a development activity within the District shall also be required by the County to pay the District's impact fee, prior to being issued a County building permit. The County shall be responsible for stop order enforcement for failure to pay the District's

impact fees. The County shall refer the developer to the District's Administrator concerning the following:

- (a) any challenge to the District's impact fees;
- (b) a requested refund of impact fees already paid; or
- (c) a requested credit or adjustment to the standard impact fee.

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, unless terminated pursuant to the following provisions:

A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given 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 collected fees for the District, the County shall be reimbursed its fee for the collection of any District impact fee collected during this period and the County shall remit all such impact fees to the District within 15 days of the termination date.

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 designate in writing:

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


District: North Tooele County Fire Protection Service District
c/o District Administrator
Stansbury Fire Station
Stansbury Park, Utah 84074

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 claims however caused by said party, its agents, or employees.

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 affected by such a ruling shall remain in full force.

DATED this 19th day of June, 1997.

**NORTH TOOELE COUNTY FIRE
PROTECTION SERVICE DISTRICT**

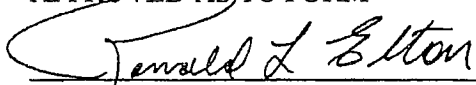
By 
SCOTT FROST,
Chairman Administrative Control Board

ATTEST:


SCOTT BISSEGGER, Secretary

(SEAL)

APPROVED AS TO FORM


Ronald L. Elton
Attorney for the North Tooele County
Fire Protection Service District

TOOELE COUNTY:

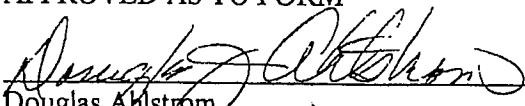
By _____
TERYL HUNSAKER, Chairman
Tooele County Commission

ATTEST:

DENNIS D. EWING, Clerk

(SEAL)

APPROVED AS TO FORM


Douglas Ahlstrom
Tooele County Attorney