

**BUILDING INSPECTION
SERVICES AGREEMENT**

THIS AGREEMENT entered into this 23rd day of November, 2020, between TOOELE COUNTY, by and through its Community Development Director, Rachelle Custer, 47 South Main Street, Tooele, Utah (hereafter referred to as "County"), and Jared Brown, Pine Canyon, Utah, (hereafter referred to as "Contractor").

RECITALS

- A. Tooele County is a body politic and corporate of the State of Utah providing services for the general public. County is in need of BUILDING INSPECTION services.
- B. Contractor agrees to complete all work under the terms and conditions set forth by the County.
- C. The County will ensure that the selection of an independent contractor is in accordance with Section 17 of the Tooele County Policies and Procedures (Ethics).
- D. In consideration of the mutual promises set forth herein, it is hereby agreed by and between County and Contractor:

**SECTION I
DESCRIPTION OF WORK**

County will deliver all the information necessary for the Contractor to complete building inspections as assigned by the County. Contractor understands that the County maintains a list of Contractors who have all agreed to perform work for the County at a fixed rate on an "as needed" or "as assigned" basis and that the County will, in the County's sole discretion, determine when and how to award/assign work to Contractors on the list. **This agreement DOES NOT guarantee assignment of a specific number or specific volume of plan review.** Contractor shall perform its duties competently and "as soon as possible," however, in no case shall there be a delay of more than three (3) business days before assigned work is completed. Once assigned, the County disclaims any right to control the Contractor's performance of the Services under this agreement.

**SECTION II
PROFESSIONAL LICENSING**

Contractor warrants that he/she/they has and shall maintain, in good standing, any and all professional licensing required of building inspectors in Tooele County, State of Utah.

**SECTION III
RESIDENTIAL INSPECTION PAYMENT**

County agrees to pay, and Contractor agrees to accept, the sum of \$50.00 per Footing Inspection, Foundation Inspection, Underground Rough Plumbing, Concrete Slab or Under-Floor Inspection, Sewer Lateral & Water Lateral Inspection, Insulation Inspection, Drywall Inspection, Weather Barrier Inspection, and the sum of \$100.00 per Framing (4-Way) Inspection and Final Inspection. All inspections may include one re-inspection if discrepancies are found, for inspections in the Tooele Valley which is defined as being bounded on the East by the ridgeline of the Oquirrh Mountains, bounded on the West by the ridgeline by the Stansbury Mountains, on the North by Interstate I-80 and on the South by the ridge line of South Mountain and the Stockton Bar. County agrees to pay, and Contractor agrees to accept, the sum of \$75.00 per Footing Inspection, Foundation Inspection, Underground Rough Plumbing, Concrete Slab or Under-Floor Inspection, Sewer Lateral & Water Lateral Inspection, Insulation Inspection, Drywall Inspection, Weather Barrier Inspection, and the sum of \$125.00 per Framing (4-Way) Inspection and Final Inspection. All inspections may include one re-inspection if discrepancies are found, for inspections outside the Tooele Valley which is defined as being outside the Tooele Valley and described above and being bound on the West by the West line of Range 15 West group of Townships, bounded on the East by the Tooele County boundary line, bounded on the North by the Tooele County boundary line, and on the South by the Tooele County boundary line. County agrees to pay, and Contractor agrees to accept, the sum of \$150.00 per Footing Inspection, Foundation Inspection, Underground Rough Plumbing, Concrete Slab or Under-Floor Inspection, Sewer Lateral & Water Lateral Inspection, Insulation Inspection, Drywall Inspection, Weather Barrier Inspection, and the sum of \$200.00 per Framing (4-way) Inspection and Final Inspection. All inspections may include one re-inspection if discrepancies are found, for inspections in the Wendover Region which is defined as being bounded on the West by the Utah-Nevada border, bounded on the East by the West line of Range 15 West group of Townships, bounded on the North by the Tooele County boundary line, and on the South by the Tooele County boundary line. County will clearly identify the rate that will be paid at the time of assignment. This agreement is a "total cost contract." The contract rate includes all costs and expenses associated with the service provided.

**SECTION IV
COMMERCIAL INSPECTION PAYMENT**

County agrees to pay, and Contractor agrees to accept, a fifty percent (50%) premium based upon the Residential Inspection Payment schedule outlined above in Section III for all Commercial Inspections.

SECTION V TERM & TERMINATION

This agreement is effective for one year from the date of execution and shall automatically renew annually unless either party gives written notice of termination to the other party. Notice of termination may be provided by either party, at any time. Once notice of termination has been provide, Contractor will complete all previously assigned inspections and County will not assign additional inspections.

SECTION VI LIABILITY

Contractor shall indemnify and hold County harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this agreement. Contractor is NOT a County employee and County does NOT provide workers compensation coverage for Contractor. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah. Contractor agrees to provide written evidence of liability insurance and workers compensation insurance or exclusion to the County within ten days of the execution of this Agreement.

Contractor shall indemnify and hold the County and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

**SECTION VII
INDEPENDENT CONTRACTOR**

No employer/employee relationship is created by this agreement. Contractor is an independent contractor and not an employee of County. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits provided to County employees. County will not withhold taxes from Contractor's pay and Contractor is solely responsible for any taxes due or payable from the proceeds of this contract.

**SECTION VII
BUSINESS LICENSE**

Contractor shall obtain a Tooele County Business as required by Tooele County Ordinance §9-1-1 *et seq.*


IN WITNESS WHEREOF, the parties have executed this agreement as of the date listed above.

CONTRACTOR



Jared Brown

COUNTY



Rachelle Custer
Community Development Director

INTERNATIONAL CODE COUNCIL

JARED BROWN

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

RESIDENTIAL BUILDING INSPECTOR

Given this day of July 15, 2019

William R. Bryant

William R. Bryant
President, Board of Directors

Certificate No. 9257942

Dominic Sims

Dominic Sims
Chief Executive Officer



This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate

**STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE**

Jared L. Brown

EFFECTIVE **07/16/2019** EXPIRATION **11/30/2021**

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

11379399-5602 Limited Inspector

SIGNATURE OF HOLDER

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form. Approximately 60 days prior to this expiration you will receive a renewal notice in the mail.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.

JARED L. BROWN
1735 PINE CANYON ROAD
TOOELE UT 84074


Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE**

EFFECTIVE DATE: **07/16/2019**

EXPIRATION DATE: **11/30/2021**

ISSUED TO: **Jared L. Brown**



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

11379399-5602 Limited Inspector

SIGNATURE OF HOLDER