

Proposal for supplying building inspections for Apple Valley, UT

JH Solutions proposes to supply building inspections, etc. They will maintain their own certifications, licensing, and education.

Following contract contains a proposal for services.

BUILDING INSPECTOR AGREEMENT

This Building Inspector Agreement ("Agreement") is entered into effective the 17th day of March between J.H. Solutions ("Inspector") whose address is 1015 West 250 N Hurricane, UT 84737, and the Town of Apple Valley ("Town") whose address is 1777 North Meadowlark Drive, Apple Valley, Utah 84737.

RECITALS

WHEREAS, Town has instituted a building inspection program related to the issuance of building permits and the inspection of construction; and

WHEREAS, Town desires to enter into an agreement with Inspector to provide the services of building permit issuance and building inspection for the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Building Inspector Services. Inspector shall provide all building inspection services for buildings within the jurisdiction of Town, including but not limited to, (a) plan review related to all building permits; (b) calculation of fees for building permits; (c) issuance of building permits; (d) conduct all required inspections on different stages of construction; (e) assist the Planning Commission and Town Council on an as requested basis; (f) issue Certificates of Occupancy upon completion of projects; and (g) perform all other services of a building inspector. Additionally, Inspector shall recommend to the Town the adoption of codes, ordinances, standards or regulations with regard to construction within the Town. The Town agrees to adopt such building codes as may be deemed reasonable by the Town or required by state law. Also, Inspector shall provide all requested inspections for Town owned buildings without compensation.

2. Compliance with Laws, Regulations and licensing. In performing his duties as building inspector, Inspector shall comply with, and require compliance with, any and all applicable federal, state and local laws, building codes adopted by the Town, and all Town standards, specifications and ordinances. Inspector shall keep current, at his sole cost, certifications for 4-Way Combination Inspector, Residential, Commercial Development, and any other licensing and/or certifications necessary to perform the duties of building inspector hereunder.

3. Conditions to Building Permit Issuance. Prior to the issuance of any building permit, Inspector shall review the plans submitted in connection therewith for compliance with all applicable codes, laws, regulations, standards and specifications. Inspector shall not issue any building permit until he has received from the Town, a letter stating that the zoning of the

property where construction is proposed allows the type of building that the applicant desires to build and that the applicant has a culinary water connection. Additionally, prior to the issuance of a permit, Inspector shall require the applicant to provide proof of authorization from a duly qualified sanitarian from the Southwest District Health Department stating that the applicant can comply with all state regulations and local ordinances related to solid waste disposal, an appropriate authorization for a septic system and/or a functional sewer connection.

4. Fees. Inspector shall charge a building fee according to the fee schedule adopted by the Town. Such fees may be changed from time to time as deemed appropriate by the Town Council.

5. Compensation for Services. The parties agree that Inspector shall be compensated for services hereunder as follows:

- a. Seventy percent (70 %) of the building permit fee for each building for which a building permit is required, up to a total of \$1,200.00 per building, plus;
- b. an additional Fifteen percent (15%) of any building permit fees in excess of those which are subject to subparagraph (a) above, plus;
- c. Seventy percent (70%) of any plan review fees.

Town shall be entitled to the remainder of the building permit fees. In calculating the fees payable to Inspector for his services hereunder, all impact fees, exactions, connection fees, service fees or other such fees or charges shall be excluded from the calculation.

6. Independent Contractors. The parties hereto agree that Inspector is acting as an independent contractor and shall be treated as such for all purposes. No federal, state, or local taxes, or payroll taxes of any kind shall be withheld or paid by the Town on behalf of Inspector. Inspector shall not be treated as an employee with respect to the services performed under this Agreement for any tax or other purposes. Inspector understands that he is responsible to pay, according to law, income taxes on the monies received under this Agreement. Inspector further understands that no workers' compensation insurance nor any benefits of any kind shall be provided Inspector or obtained for his benefit.

7. Termination of Agreement. This Agreement may be terminated by the Town at any time for cause and may be terminated by either party upon thirty (30) days written notice to the other party.

8. Breach of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its costs and attorney fees incurred in enforcing the terms hereof, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred at trial, on appeal and in any bankruptcy case or proceeding.

9. Miscellaneous Provision.

a. The recitals set forth at the beginning of this Agreement are incorporated herein by this reference as part of this Agreement.

b. This Agreement shall be governed by and construed under the laws of the State of Utah.

c. The parties shall not be deemed to be partners or joint ventures in any manner in carrying out the provisions of this Agreement.

d. This Agreement may be amended from time to time by mutual written agreement between the parties.

e. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

f. Inspector may not assign its rights or duties under this Agreement without the prior written consent of Town.

g. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

h. This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

i. This Agreement represents a complete and final Agreement of the parties. This Agreement was entered into at arms length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

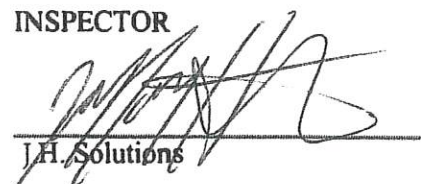
TOWN

Mayor

ATTEST:

Town Recorder

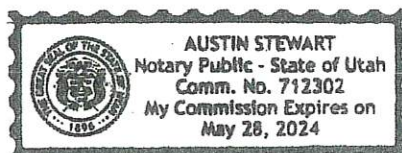
INSPECTOR

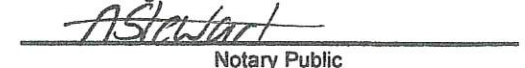


J.H. Solutions

State of Utah
County of Washington
On this 22 day of March, 2022, Jeffery Hatcher
Personally appeared before me.

Page 3 of 5 who's identity I verified on the basis of Utah Drivers license
 who's identity I verified on the oath/affirmation of a creditable witness,
to be the signer of the foregoing document, and he/she acknowledges that he/she signed it.





Notary Public