

ELECTRICAL INSPECTOR CONTRACT

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2021, by and between CITY OF HOPKINSVILLE, a governmental entity (hereinafter referred to as “CITY”) and MARK GARY (hereinafter referred to as “GARY”).

WITNESSETH:

RECITALS

1. The City, pursuant to its authority under KRS Chapter 227, has asserted its right to regulate the installation and operation of electrical wiring, appliances, apparatus, and devices in or about buildings in the City of Hopkinsville, Kentucky.
2. The City, pursuant to its authority under KRS Chapter 227 is empowered to enforce regulations authorized by Chapter 227 by and through a contractual agreement with a certified electrical inspector.
3. The City is desirous of providing approved electrical inspectors as defined in KRS 227.450(4) in order to support and encourage construction, alterations, or repairs of any electrical wiring used for the purpose of furnishing heat, lighting, or power, all in a timely manner.
4. That GARY is a certified electrical inspector pursuant to the provisions of KRS 227.489.

PROFESSIONAL SERVICE AGREEMENT

In view of the foregoing, the parties do hereby agree as follows:

1. That GARY is hereby approved as an electrical inspector for the purpose of conducting statutory mandated electrical inspections for projects located in the City of Hopkinsville, Kentucky.
2. That GARY is hereby authorized to perform electrical inspections for the City. Pursuant to this authority, GARY shall maintain his certification as an electrical inspector by the Commonwealth of Kentucky and shall further be afforded such authority as is accorded by law.
3. That GARY shall be available to builders and contractors to conduct electrical inspections for projects required by Kentucky law in a timely and statutorily compliant manner.

4. That GARY agrees to perform the duties and obligations necessary for the enforcement of the provisions of KRS Chapter 227 and 227A, and all applicable regulations promulgated thereunder, regarding the installation and operation of electrical wiring, appliances, apparatus and devices. GARY does further agree to require permits in accordance with Chapter 150.11 of the Hopkinsville Code of Ordinances, a copy of which is attached hereto as Exhibit "A" to this agreement and made a part thereof. When appropriate, GARY shall require a permit prior to any commencement of constructions, alterations or repairs and any electrical wiring as set forth in KRS 227.480. Furthermore, records of said permits shall be maintained as required by law.

5. That GARY shall maintain a complete record of all inspections as required by KRS 227.491 and submit all inspection records as required by KRS 132.815 and submit said reports to CDS on a monthly basis.

6. That all fees associated with electrical inspections described herein shall be paid directly to GARY solely by the builder or contractor in accordance with the fee schedule prescribed in Exhibit "A" attached hereto. In accordance with the foregoing, the City shall in no way compensate GARY for electrical inspection services and neither shall the City be responsible for the collection of any unpaid electrical inspection fees.

7. That this Agreement shall be in effect as of the date stated above and shall continue so long as GARY maintains state certification as an electrical inspector and a business license through the City of Hopkinsville. The foregoing notwithstanding, this agreement may be terminated by either party, at any time, by providing sixty (60) days written notice to the other party and to the Department of Housing, Buildings and Construction for the Commonwealth of Kentucky.

8. That it is the complete understanding of the parties that GARY is an independent contractor and is in no way considered an employee of the City of Hopkinsville, Kentucky. In accordance with same, GARY shall determine his own day to day activities as to the performance of the electrical inspections described herein and shall be solely responsible for meeting all legal, statutory, and administrative requirements of an electrical inspector under Kentucky law. Furthermore, GARY shall hold harmless the City from any liability, of whatever nature, which may arise out of his performance of his duties as set out herein.

9. That GARY shall furnish to the City proof of all licensing or certifications which may be required of an electrical inspector by the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties to the contract agreement have hereunto placed their hands the day and year first above written.

CITY OF HOPKINSVILLE

INSPECTOR

MAYOR WENDELL A. LYNCH

MARK GARY
INDEPENDENT CONTRACTOR,
KY CERTIFIED ELECTRICAL
INSPECTOR

SUBSCRIBED and sworn before me by Mayor Wendell A. Lynch, City of Hopkinsville, Kentucky, on this _____ day of _____, 2021.

My Commission Expires: _____.

NOTARY PUBLIC

SUBSCRIBED and sworn before me by Mark Gary, Independent Contractor, on this _____ day of _____, 2021.

My Commission Expires: _____.

NOTARY PUBLIC