

## AGREEMENT FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Cache County, Utah, a political subdivision of the State of Utah, with its principal offices located at 179 North Main, Logan, Utah 84321 (hereinafter "County") and \_\_\_\_\_, a municipal corporation of the State of Utah, with its principal offices located at \_\_\_\_\_ (hereinafter "Municipality").

**WHEREAS**, the County possesses certain expertise in the field of building inspection and the Municipality is in need of such expertise for conducting building inspections within its jurisdiction;

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

1. **SCOPE OF SERVICES:** The County shall provide building permit inspection services to the Municipality.
2. **COMPENSATION:** The Municipality shall compensate the County for the services rendered under this Agreement in the amount of 80% percent of all building permit fees collected.
3. **TERM:** The term of this Agreement shall commence on \_\_\_\_\_, 2023 and continue until \_\_\_\_\_, 2028, unless otherwise terminated as provided herein.
4. **INDEMNIFICATION:**
  - a. The County agrees to defend, indemnify and hold harmless the Municipality, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the willful or negligent acts, errors, or omissions of the County. The Municipality also agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and volunteers from and against any and all claims, demands,

~~actions, losses, damages, injuries, and liability, including attorney's fees, direct or indirect (including any and all costs and expenses in connection therein), arising out of the performance of this Agreement to the extent caused by the willful or negligent acts, errors, or omissions of the Municipality. The parties are both governmental entities subject to the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2018) ("Governmental Immunity Act"). Nothing in this Agreement will be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either party under the Governmental Immunity Act or common law. The Municipality agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, liabilities, losses, costs, damages, expenses, suits, actions, decrees, judgments, or demands arising on account of any personal injury, death, or damage to property suffered, made, incurred, or sustained by any person or entity whatsoever, resulting directly or indirectly from the County's performance of the services under this Agreement.~~

b. ~~This~~ indemnification clause shall survive the termination of this Agreement.

5. Modification.

This Agreement may be modified only upon the written agreement of both parties.

6. Notice.

Any notice to be given under this Agreement must be given in writing by email, personal delivery, or by mail and is effective, as applicable: five (5) days after mailing, when actually personally delivered or upon the sender's receipt of confirmation generated by the recipient's email system of receipt by the recipient's email system.

7. Survival.

All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations that by their nature or express terms survive termination of this Agreement, including without limitation records retention requirements, governing law, and remedies.

8. Severability.

The parties agree if any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected.

9. Counterparts.

This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

10. No Intended Beneficiaries.

Cache County and Municipality are the only parties to this Agreement and are the only parties entitled to enforce its terms.

11. Assignment.

Municipality may not assign or transfer its interest in this Agreement without the prior written consent of Cache County.

12. Merger.

This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

13. Applicable Law.

This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah. Jurisdiction and venue shall be in the First District Court, Cache County, Utah.

14. Term and Termination.

Either party may terminate this Agreement ~~with or without~~ cause upon six months written notice to the other party. If any party is in default of any provision of this Agreement, the non-defaulting party may terminate this agreement if, after providing fifteen (15) days notice of the default to the defaulting party, the defaulting party fails to cure the default set forth in the notice.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

CACHE COUNTY

By\_\_\_\_\_

CACHE COUNTY EXECUTIVE

ATTEST:

By\_\_\_\_\_

Title\_\_\_\_\_

MUNICIPALITY

By\_\_\_\_\_

MAYOR

ATTEST:

By\_\_\_\_\_

Title\_\_\_\_\_