

SERVICE CONTRACT
BETWEEN
INSPECTIONS OF LOUISIANA, LLC
AND
LINCOLN PARISH

On this _____ day of _____, 2021, LINCOLN PARISH, hereinafter referred to as the "PARISH", and the Inspections of Louisiana, LLC, with the address of 2600 North 10th Street, West Monroe, Louisiana, hereinafter sometimes referred to as the "contractor," do hereby enter into a contract under the following terms and conditions. Inspections of LA., LLC is a limited liability company and will perform the services called for in this service contract.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish building inspections to the PARISH as specified in the Inspections of LA., LLC proposal with fees identified in attached Fees exhibit. The PARISH will inform its citizens that Inspections of LA., LLC has been selected as the PARISH's provider of building inspections.

The PARISH will collect the fees for permits, and Inspections of Louisiana, LLC will collect their fees for plan reviews and inspections. The PARISH will retain the permit fee for its operations and responsibilities and for handling the requests for permits and Inspections of LA., LLC will maintain inspection reports and the issuing of the Occupancy Certificates. The release to connect the utilities will occur only after the inspections have been completed and the building has passed all the proper inspections.

2.0 PAYMENT TERMS AND INVOICING FOR SERVICES

The PARISH will establish their fees for the permits. Inspections of LA., LLC's fees will be for inspections and other services as per schedules given to the PARISH.

3.0 TERM OF CONTRACT

The Contract shall be for one year. The Contract does not require a minimum dollar amount for Inspections of LA., LLC to perform its duties. The Contract can be terminated for unsatisfactory performance and/or any reason by either party providing the other with a 30-day written notice.

4.0 TAXES

The Contractor is responsible for payment of all applicable taxes on the funds to be received under this Contract. Contractor's Federal Tax Identification Number is 434748385.

5.0 INDEMNIFICATIONS AND LIMITATION OF LIABILITY

Inspections of LA., LLC will indemnify, defend and hold Lincoln Parish harmless from any and all claims which result from the actions or inactions of Inspections of LA., LLC or its employees. Lincoln Parish shall promptly notify Inspections of LA., LLC of any actions, claims or suits filed against Lincoln Parish for actions or inactions of Inspections of LA., LLC. Inspections of LA., LLC

is an independent third-party provider. The jurisdiction for any disputes will be in 3rd Judicial District.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved according to the Louisiana laws. The parties may choose to use arbitration as an alternate to settle and disputes.

7.0 ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the PARISH. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the PARISH.

8.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

9.0 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the PARISH's operations which are designated confidential by the PARISH and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the PARISH. The Contractor shall not be required to keep confidential any data or information that are or become publicly available, are already rightfully in the Contractor's possession, are independently developed by the Contractor outside the scope of this Contract, or are rightfully obtained from third parties.

10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title Vi and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. The Contractor further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this Contract.

11.0 INSURANCE

Insurance will be provided by Inspections of LA., LLC as required by the state in the amount of \$500,000.00.

12.0 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

13.0 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S.42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the PARISH if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

14.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

IN WITNESS WHEREOF, the parties have executed the Agreement as of this ____ day of _____, 2021.

For: INSPECTIONS OF LA., LLC
Printed Name: _____

For: LINCOLN PARISH
Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____