

AGREEMENT for Inspection Services

between

John Stocke dba Inspect, LLC

and

CITY OF STAR, IDAHO

This Agreement is made and entered into between the City of Star (“CITY”) and **John Stocke** (“CONTRACTOR”) this 01 day of May 2022.

In consideration of the mutual promises herein contained, the CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES** During the term of this Agreement, CONTRACTOR shall furnish to CITY, **Plumbing Inspections and Plumbing Plan Review** Services. Such services shall be performed by individuals as employees or independent CONTRACTORs of CONTRACTOR and not as employees of CITY.
2. **TERM** The Agreement shall commence on **May 1, 2022** and shall continue until terminated. CONTRACTOR will perform services with due and reasonable diligence consistent with sound professional practices. This Agreement may be terminated by either party with thirty (30) days advanced written notice. In the event of a breach of this Agreement, the non-breaching party may terminate this Agreement without notice and pursue other legal remedies.
3. **COSTS**
 - 3.1 **Basic Services.** As compensation for Basic Services to be performed by CONTRACTOR, CITY will pay CONTRACTOR for services as follows:

Inspect, LLC shall receive 60% of all plumbing permit fees collected annually.
 - 3.2 **Additional Services.** The CONTRACTOR shall not take any action hereunder which could cause the amount for which CITY would be obligated to CONTRACTOR to exceed the costs defined herein. However, that this sum may be increased or decreased from time to time by CITY if Additional Services are required or the scope of work is adjusted for any reason, through an Addendum to this Agreement.
 - 3.3 **Reimbursable Expenses.** CITY shall pay for items specifically agreed upon as Reimbursable Expenses.
 - 3.4 **Invoices and Payment.** CONTRACTOR will submit a report of completed inspections on a monthly basis. CITY will make payment by the 10th of the

month following receipt of the monthly report. CONTRACTOR shall keep accurate records of services rendered and expenses incurred and provide detailed invoices to CITY.

- 3.5 Suspension of Services. If CITY fails to make payments when due without a good faith reason, the CONTRACTOR may suspend performance of services until payment is received. The CONTRACTOR shall have no liability to CITY for any costs or damages as a result of such suspension.
4. **MODIFICATIONS** CITY may request to modify this Agreement at any time and CITY and CONTRACTOR shall agree to an equitable adjustment in cost and schedule.
5. **DISPUTE RESOLUTION** Should a dispute arise, CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either CITY or CONTRACTOR. If the parties fail to resolve the dispute through negotiation, then prior to litigation the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique, the fees and expenses of which shall be split equally. This Agreement shall be governed by the laws of the State of Idaho.
6. **SUSPENSION OF SERVICES** If CITY suspends services of the CONTRACTOR for any reason for more than thirty (30) days, CITY and the CONTRACTOR shall agree to an equitable adjustment in cost and schedule.
7. **INSURANCE** CONTRACTOR shall procure and maintain insurance as set forth below. CONTRACTOR shall cause CITY to be listed as an additional insured on any applicable general liability insurance policy carried by CONTRACTOR.

Workers' Compensation	Statutory
General Liability	
Each occurrence (Bodily Injury and Property Damage)	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$1,000,000
Professional Liability Insurance	\$1,000,000
Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
Errors and Omissions	\$1,000,000

8. **CITY FURNISHED SERVICES** CITY shall provide access to CITY'S records, data, mapping, and other information needed by the CONTRACTOR to perform CITY'S requested services.
9. **INDEMNITY.** CONTRACTOR shall defend, save, hold harmless, and indemnify CITY, its officers, employees, agents, and members, from all claims, suits, actions or costs including attorney fees and costs of defense resulting from or arising out of the work performed under this contract and arising from the sole or joint negligence of the CONTRACTOR. Likewise, subject to the limits of the Idaho Torts Claims Act, CITY shall save, hold harmless and indemnify CONTRACTOR from all claims, suits, actions or costs, including attorney fees and costs of defense resulting of arising out of this contract and arising from the sole negligence of CITY.
10. **NONDISCRIMINATION** CONTRACTOR agrees that it shall not discriminate against any person in the performance of this contract, on the grounds of race, color, creed, national origin, sex, marital status, disability or age.
11. **ATTORNEY FEES** In the event an action, suit, or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, the non-prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.
12. **GOVERNING LAW; JURISDICTION; VENUE** This contract shall be governed and constructed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between CITY and CONTRACTOR that arises from or relates to this contract shall be brought and conducted solely and exclusively in Ada County, Idaho.
13. **AMENDMENTS** The terms of this Contract may be amended upon the mutual consent of the parties. CONTRACTOR expressly agrees to amendments which may be necessary from time to time to incorporate changes or provisions required by law or the Division.
14. **SEVERABILITY** The terms of this Contract are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Contract that results in the invalidity of any part, shall not affect the remainder of this Contract.

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

CITY OF STAR

CONTRACTOR: _____

By: _____
Trevor A. Chadwick, Mayor

By: _____

Address: 10769 W. State Street
Star, Idaho 83644

Address: _____
