

AGREEMENT REGARDING PROVISION OF
ELECTRICAL INSPECTION SERVICES

This Agreement Regarding Provision of Electrical Inspection Services (the "Agreement"), dated as of _____, 2022, is between _____ [Insert legal name of business] ("Contractor") and Routt County, Colorado ("County") by and through its Board of County Commissioners ("Board").

Recitals

A. County provides building inspection services through the Routt County Regional Building Department which services include electrical inspections ("Electrical Inspection Services").

B. County currently has employed one full-time electrical inspector to provide the Electrical Inspection Services.

C. During such times as the County's electrical inspector is on vacation, sick, or for some other reason is unable to provide the Electrical Inspection Services, County desires to secure temporary, fill-in electrical inspectors to provide the Electrical Inspection Services.

D. Contractor has represented to County that he holds a current master electrician or journeyman electrician license issued by the State of Colorado and that he has the expertise and available time necessary to provide the Electrical Inspection Services.

E. The Board, having determined that Contractor has the technical knowledge and qualifications necessary to provide the Electrical Inspection Services required, wishes to retain Contractor to provide the Electrical Inspection Services subject to the execution of a contract between the Contractor and County acceptable to the Board.

F. Contractor and County intend by this Agreement to set forth the scope of the Electrical Inspection Services to be provided by Contractor and related terms and conditions to govern the relationship between Contractor and County in connection with the Electrical Inspection Services.

Terms and Conditions

1. Scope of Services: Contractor shall provide the Electrical Inspection Services on an as-needed basis upon the request of the Chief Building Official or Acting Chief Building Official. All Electrical Inspection Services shall be performed only by an individual holding a current master electrician or

journeyman electrician license issued by the State of Colorado. All employees of Contractor who provide Electrical Inspection Services shall hold either a current master electrician or journeyman electrician license issued by the State of Colorado. Contractor shall provide the Electrical Inspection Services in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to the field in which Contractor practices with respect to such work.

2. Compensation and Payment: As consideration for the Electrical Inspection Services to be provided by Contractor hereunder, County shall pay to Contractor \$95.00 per hour. Contractor shall submit billings for the Electrical Inspection Services provided on a monthly basis no later than the 10th day of the month following the month in which the Electrical Inspection Services were provided. Such billings shall be submitted to the Chief Building Official or Acting Chief Building Official, for review and approval. Upon request, Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

3. Personnel: Contractor is an independent contractor and not an employee of the County. Contractor shall be responsible for worker's compensation and all other benefits for Contractor in providing the Electrical Inspection Services. **Contractor shall not be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

4. No Assignment: Contractor may not assign his interest in this Agreement without the prior written consent of County, which may withhold such consent in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party.

5. Conflicts of Interest: Contractor shall not, at any time during the term of this Agreement, do work for, nor have any financial interest or other relationship with any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in connection with the Electrical Inspection Services.

6. Confidentiality: Contractor acknowledges that he may receive confidential information from County in connection with the Electrical Inspection Services. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of providing the Electrical Inspection Services.

7. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Electrical Inspection Services shall belong to County and Contractor shall not use any part thereof for purposes other than providing the Electrical Inspection Services without the written consent of County.

8. Indemnification: Each party hereto shall indemnify the other party and hold and defend the other party and its officials, officers and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the indemnifying party. This indemnification shall not apply to claims by third parties against the indemnified party to the extent that the indemnified party is liable to such third party for such claim without regard to the involvement of the indemnifying party. It shall be a condition to liability under this paragraph that the indemnified party promptly provide to the indemnifying party a copy of any summons, complaint or other notice of claim with respect to any claim for which the indemnified party may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the indemnified party, the indemnifying party shall acknowledge receipt of such notice in writing to the indemnified party and, in such notice, accept the defense and obligation to indemnify the indemnified party hereunder. Following such acknowledgment, the indemnifying party shall take all actions reasonably necessary to protect the indemnified party from such claim and the indemnified party shall cooperate in such defense. In the event that the indemnifying party fails or refuses to give such acknowledgment of receipt and acceptance to the indemnified party within the 10 day period specified, the indemnified party may, but shall not be obligated, to assume its own defense and thereafter recover all costs of such defense from the indemnifying party.

9. Termination: County may terminate this Agreement at any time during the Term of this Agreement upon 8 hours' written notice to Contractor without cause; provided, however, that within 30 days following such termination Contractor shall render a final billing for Electrical Inspection Services provided to the date of termination which shall be paid by County in accordance with Paragraph 2 hereof. In the event that County fails to pay any

billing by Contractor for Electrical Inspection Services provided hereunder when due, then upon 10 days' written notice to County of such delinquency and the failure of County to pay all amounts then due to Contractor within such 10 day period, Contractor may, at its election cease work hereunder and terminate this Agreement by giving a written notice to County advising of such election. Such written notice of Contractor's election to terminate this Agreement may, but need not, be included in the notice of delinquency required hereunder. In such case such notice of the election to terminate shall be stated in the conditional form that the Agreement shall be terminated if payment is not received within the 10 day period provided for payment of any delinquency.

10. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Contractor:

County: Routt County Board of Commissioners
 522 Lincoln Suite #30
 Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

11. Attorney Fees: In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

12. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Electrical Inspection Services and may not be amended except by a written document executed by both parties hereto.

13. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

14. Choice of Laws and Venue: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

CONTRACTOR

By: _____

COUNTY

Routt County, Colorado

By: _____
M. Elizabeth Melton, Chair
Board of County Commissioners

ATTEST:

Jenny Thomas
Routt County Clerk & Recorder