

CITY OF BLUFFDALE, UTAH

Resolution No. 2009-30

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACTION BUILDING INSPECTION, LLC, TO ACT AS THE CHIEF BUILDING OFFICIAL FOR THE CITY OF BLUFFDALE.

WHEREAS the position of Chief Building Official is currently vacant; and

WHEREAS it is reasonable and necessary to enter into a contract for the services with Action Building Inspection, LLC, to act as the Chief Building Official for the City of Bluffdale ("City"); and

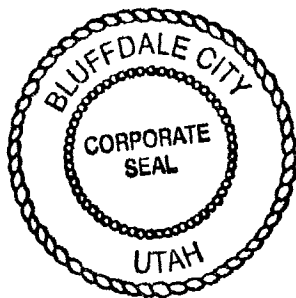
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE AS FOLLOWS:

Section 1. Authorization to Execute Contract. The Bluffdale City Council hereby authorizes the City Manager to execute the attached Contract for Building Official Services with Action Building Inspection, LLC.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED this 25th day of August, 2009.

CITY OF BLUFFDALE



Handwritten signature of the Mayor over a horizontal line, with the word 'Mayor' printed below it.

ATTEST:

[seal]

Handwritten signature of Seddie K. Bee over a horizontal line, with 'City Recorder' printed below it.

Voting by the City Council:	Yes	No
Councilmember Chisholm	<u> x </u>	<u> </u>
Councilmember Flanigan	<u> </u>	<u> x </u>
Councilmember Kartchner	<u> x </u>	<u> </u>
Councilmember Lord	<u> x </u>	<u> </u>
Councilmember Maxwell	<u> x </u>	<u> </u>

EXHIBIT A

Contract for Building Official Services

CONTRACT FOR BUILDING OFFICIAL SERVICES

The City of Bluffdale, Utah, a Utah municipal corporation ("City"), and Action Building Inspection, LLC, a Utah limited liability company ("Action"), hereby enter into the following agreement ("Agreement") for the provision and payment for professional building official services.

- 1. Relationship and Duties.** The City retains Action on a part-time and as-needed basis as an independent contractor and not as an employee to perform building plan reviews, building inspections, and to perform all the functions of a Chief Building Official for the City. Action shall perform the services at the locations and at the general times specified by the City through the City Manager or his designee.
- 2. Compensation.** The City shall pay Action the rate of Thirty Dollars (\$30) per hour for services as the Chief Building Official. The City shall pay the applicable hourly rate for the time actually expended in performing the services required by the City and for travel time (within Bluffdale City limits only).
- 3. Conduct.** Action agrees to perform the assigned services in a polite and professional manner.
- 4. Independent Contractor.** Action is responsible for the payment and remittance of its own workers compensation, unemployment compensation, OSHA, Medicare, federal and state income tax withholdings and other tax remittances, retirement and pension contributions, Social Security payments, self-employment taxes, and similar requirements. Action recognizes and acknowledges that it is an independent contractor and shall not assert or represent to any person that it or any of its employees is an employee of the City, although it and its employees are and may represent that they are authorized agents for the City in the limited role set forth in this Agreement.
- 5. Equipment.** The City may, but is not necessarily required to, provide a City-marked vehicle and shirt with a City logo and cell phone for Action's use while performing the professional building inspection services at the specific field sites within the City's boundaries. Providing the vehicle or shirt shall not be construed to be an indication that the City intends the relationship to be anything other than an independent contractor status or relationship. Action principals and employees shall not wear or use the City-provided items for any purpose or at any time other than when officially engaged in performing the professional building inspection, plan review, and building official services and duties for the City, and shall promptly return such items to the City following termination of this contractual relationship.
- 6. Times of Service.** The on-site field inspections shall be performed during the hours of 8:00 a.m. through 6:00 p.m., Mondays through Fridays, on days that are

not legal holidays, unless other arrangements are made. Action shall perform the on-site building inspection services as soon as possible after notification by the City, and at least within 48 hours of being notified an inspection has been requested, except when an extension or postponement is granted. Action shall also respond when requested by the City for emergencies, which might be after hours, such as evaluation of a structure after a fire or other similar circumstances.

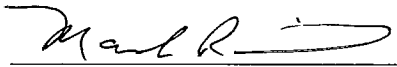
- 7. **Term.** This Agreement shall last until either the City or Action gives 30-day written notice that it is terminating the Agreement.

- 8. **Governing Law.** This Agreement shall be construed according to the laws of the State of Utah and either party shall have all legal and equitable remedies available to it. Venue for a suit enforcing this agreement shall be in the Utah Third District Court in and for Salt Lake County.

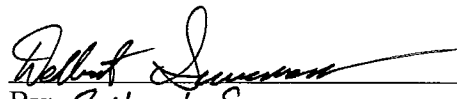
DATED: August 25, 2009.

CITY OF BLUFFDALE

ACTION BUILDING INSPECTION, LLC



Mark Reid
City Manager

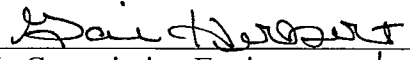


By: Robert Swensen
Its: Owner

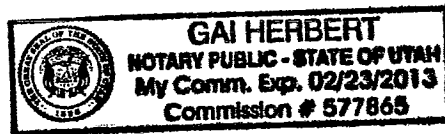
CITY ACKNOWLEDGEMENT

On the 26 day of August 2009, personally appeared before me Mark Reid, who being duly sworn, did say that he is the City Manager for the City of Bluffdale, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mark Reid acknowledged to me that the City executed the same.

Notary Public



My Commission Expires: 2/23/09 2013



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

On the 26 day of August 2009, personally appeared before me
Delbert Swensen, who being duly sworn, did say that he is
the Owner of Action Building Inspection, LLC, a Utah limited liability
company, who acknowledged before me that he executed the foregoing document for the
purposes stated in it.

Notary Public

Gai Herbert
My Commission Expires: 2/23/2013

