

INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as the “County”) and **JEKYLL ISLAND AUTHORITY** (hereinafter referred to as “JIA”).

WHEREAS, JIA has designated Advanced AEC Solutions, LLC, (hereinafter referred to as “aAECs”) as the project manager of the Jekyll Island Convention Center (hereinafter referred to as the “Project”);

WHEREAS, JIA deems that as a project of the JIA and one that is within a state park, the construction of the Project is not subject to the permitting, inspection, and certificate of occupancy requirements of Glynn County; and

WHEREAS, JIA desires to have the County provide the Jekyll Island Authority with qualified, independent inspection services for plumbing, electrical and mechanical construction on the Project;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the COUNTY and JIA as follows:

1. The County shall provide the following inspection services on the Project:

- a. Foundation. The County shall inspect the foundation of the Project. JIA shall ensure that all the plumbing under the slab is visible and inspected by County before placing the base course and vapor barrier. JIA shall also ensure that a ten foot (10’) head of water is available to test the drainage system for any leaks and for pressure of up to ten (10) pounds.
- b. Rough Trades.
 - i. The County shall perform an inspection on all rough electrical work on the Project when all electrical wiring run with outlet boxes has been set and grounded.
 - ii. The County shall perform an inspection on all rough plumbing work on the Project when all drain lines are run with vent stacks through the roof. If the location is within a two story building, a head test will be required for the second story in order to check lines for leaks. JIA shall ensure that all supply lines shall be in place and pressurized by the subcontractor with the gauge made accessible to the County inspector.

- iii. The County shall perform an inspection on all rough mechanical work on the Project including the heating and air conditioning equipment, ducts, flues, vents, drain pans, and lines. JIA shall ensure that all listed elements must be installed before the County will make the inspection. JIA shall also ensure that gas lines to be inspected maintain a constant ten (10) pounds of air pressure in the line. The subcontractor shall be responsible for pressurizing the line and making the gauge accessible to the County inspector in order to inspect the lines for leaks.
 - c. Final Trades. The County shall inspect all final trades including the final electrical, plumbing, and mechanical work on the Project.
 - d. Additional Inspections. Should JIA desire any inspections other than those set forth above in this paragraph, JIA may request County to perform same. Though not obligated hereunder, if County agrees to perform any such additional inspections, same shall be performed at the same rate of payment and subject to the terms and conditions of this agreement.
2. Cost and Remuneration.
- a. JIA agrees to compensate and pay the County for all inspecting services on the project under this agreement at the rate of one hundred fifty and 00/100 dollars (\$150.00) per inspection. Inspection shall be defined as either (i) a scheduled inspection; (ii) a re-inspection of failed work; or (iii) any other inspection of the Project required and/or requested by JIA hereunder.
 - b. The County shall maintain records of each inspection and present a bill on a monthly basis for inspections performed by the County to be paid by JIA.
 - c. JIA agrees to pay the County within thirty (30) days of the date of the bill and further agrees that if bills are not paid within this time that they shall be subject to a monthly interest rate of 1.5% for each month the bill is outstanding. JIA further understands that a failure to pay the bill within the specified time will result in an immediate suspension of inspection services and the notification of same to JIA.
3. Permits and Scheduling. JIA agrees to advise all Project contractors and subcontractors that they shall abide by the same construction protocol standards as is done with all building permits, and further agrees to inform all contractors and subcontractors in writing that they are responsible for scheduling their individual inspections and may be required to be present for their inspections. It shall be the responsibility of JIA to notify County when the Project is ready for any of the inspections contemplated hereunder. JIA designates aAECs as its agent to assist in the coordination of the inspections hereunder with the County.

4. Indemnification. JIA acknowledges and agrees that they have requested and desire County's assistance in performing inspections on a JIA project and that County has agreed to perform same as a result of such request. JIA agrees to indemnify and hold harmless County, its officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of loss or damage to any person, property or right caused by, relating to, resulting from, arising out of or in consequence of, or in any way connected with: (a) this agreement, (b) any inspection of the Project performed by County, (c) the County's failure to perform any inspection of the Project, and/or (d) any other service rendered by County on the Project. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of JIA or the County or their agents, employees, invitees, permittees, or guests. This indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision. The provisions and obligations of this paragraph shall survive termination of this agreement; and such provisions and obligations shall remain in full force and effect so long as the possibility exists that the County may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs or liabilities. The obligations imposed on JIA under this paragraph 4 shall be enforceable only to the extent permitted by law.

5. Notices. All notices given pursuant to this agreement shall be sent to the following addresses via certified mail or personal delivery:

As to County: County Administrator
701 "G" Street, 1st Floor
Historic Glynn County Courthouse
Brunswick, GA 31520

As to JIA: Jekyll Island Authority
ATTN: Jim Broadwell
100 James Road
Jekyll Island, GA 31527

It shall be the duty of each party hereto to notify the other in writing of any change of address for notices. Notices sent to the former address shall be valid if the notified party had failed to so notify of any change.

6. Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia.

7. Termination. Any of the parties hereto may also terminate this agreement at any time without cause by providing written notice to the other parties at the addresses set forth in paragraph 5 of this agreement. County shall receive payment for any services

rendered hereunder through any such effective date of termination. The obligations of JIA shall survive any termination of this agreement.

8. Entire Agreement. This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other understanding or agreement, expressly including any prior or existing agreements, regarding such matters by the parties, whether formal or informal, written or verbal, are hereby superseded. Any change, modification or amendment to this agreement shall not be effective unless the same is reduced to writing and signed by the parties hereto.
9. Heirs, Successors, and Assigns. The rights, interests, and obligations of the parties hereto are binding on their heirs, successors, and assigns.
10. Counterparts. This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement, being effective on the date adopted by the last party to approve the agreement.
11. Headings: The headings in this agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
12. Severability. If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof and the remaining provisions of this agreement shall remain in full force and effect and shall be binding upon the parties hereto. The parties agree to reform this agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

(Signatures contained on the following page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and effective as of the date first above written.

JEKYLL ISLAND AUTHORITY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____
(SEAL)

GLYNN COUNTY, GEORGIA

By: _____, Chairman
Glynn County Board of Commissioners

ATTEST:

By: _____, Clerk
Glynn County Board of Commissioners
(SEAL)



GLYNN COUNTY BOARD OF COMMISSIONERS

701 "G" Street
Brunswick, Georgia 31520
Phone: (912) 554-7400
Fax: (912) 554-7596

MEMO

TO: Board of Commissioners

FROM: David Hainley, Community Development Director *DH*

SUBJECT: Jekyll Island Conference Center Inspection Memorandum of Understanding (MOU)

DATE: January 11, 2011

BACKGROUND:

Advanced AEC Solutions, LLC designed the new Jekyll Island Convention Center and desires to provide the Jekyll Island Authority with qualified, independent inspection services for plumbing, electrical and mechanical. They would like to sign an agreement with Glynn County to provide those inspection services. This project is of such a size that the designer wants to provide the Authority with the level of inspection that a private project would receive for nonstructural construction. Glynn County provides all building inspection services on Jekyll Island excluding state owned buildings. The County obtains inspection funding through the building permit process. However the lack of a building permit necessitates the need for this MOU. The limited scope of work is specified in the attached MOU.

RECOMMENDATION:

Staff recommends the Board of Commissioners approve attached Memorandum of Understanding and authorize the Chairman to execute the agreement.

BOARD OF COMMISSIONERS RECOMMENDED MOTION:

I move to recommend the Board of Commissioners approve attached Memorandum of Understanding and authorize the Chairman to execute the agreement.