

## **AGREEMENT FOR BUILDING INSPECTION SERVICES**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by Steven John Koehler, a private contractor, (hereinafter referred to as Steve Koehler) and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as "Bartonville" or the "Town").

### **RECITALS:**

**WHEREAS**, Bartonville is desirous of providing its residents and businesses with building inspection services; and

**WHEREAS**, Steve Koehler being a fully licensed State Plumbing Inspector and is desirous of furnishing building inspection services to Bartonville; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to provide building inspection services at the highest level possible to Bartonville in accordance with the terms and conditions set forth herein; and

**WHEREAS**, all payments to be made hereunder shall be made from current revenues available to the paying party; and

**WHEREAS**, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
  
- Section 2. **Term**: This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2023, and ending September 30, 2024, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.
  
- Section 3. **Scope of Services**: Steve Koehler hereby agrees to provide Bartonville the following services:

- a. **General Services:** Enforce all building and property codes; review and approve plans; issue permits; perform residential and commercial building inspections; confer with architects, contractors, builders, and the general public; and enforce through inspection, and written compliance notification; testify in municipal court if necessary; perform public infrastructure inspections and attend meetings as required.
- b. **Service Calls:** Steve Koehler will provide building inspection and general and special services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports:** Steve Koehler will prepare and submit a biweekly report and invoice to the Town Staff of Bartonville summarizing all building inspection and general and special services activity within the Town limits from the previous two-week period.
- e. **Special Services:** Steve Koehler and/or assigns will install, maintain, or repair public traffic control devices at the direction of Town Staff on an as needed basis. Steve Koehler and/or assigns will perform other property and grounds maintenance services at the direction of Town Staff on an as needed basis. Steve Koehler will provide public infrastructure inspections at the direction of and under the supervision of the Town Engineer and/or Mayor.
- f. **Equipment and Availability:** Steve Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Steve Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to Steve Koehler, on a biweekly basis and upon receipt of a biweekly report, in accordance with the following fee schedule:
  - 1. Building Inspections: Thirty-five dollars (\$35) per each inspection per hour with a \$70 minimum.
  - 2. Plans Review: Seventy dollars (\$70) per hour with a \$35 minimum.
  - 3. Other General and Special Services: Seventy dollars (\$70) per hour with \$35 minimum, with reimbursement for any materials purchased.
  - 4. Provide monthly fuel adjustment fee in the amount of five hundred dollars (\$500), to be paid at the end of each quarter.

5. Provide clerical support and any administrative costs associated with building permits including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Steve Koehler will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Bartonville fails to make payment to Steve Koehler within five (5) working days after the submission date of the biweekly report for any invoiced amounts, Steve Koehler, at his discretion, may suspend service until payment is received. If it becomes necessary for Steve Koehler to suspend services to Bartonville for nonpayment of the invoiced amounts, Steve Koehler will identify the date that services will be suspended and provide written notice to the Town.
- c. Bartonville's recourse for failure of Steve Koehler to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Steven J. Koehler  
5900 Windridge  
Flower Mound, TX 75028

Bartonville Town Hall  
1941 E. Jeter Road  
Bartonville, TX 76226

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Bartonville and Steve Koehler.

- Section 9. **Jurisdiction**: By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Steve Koehler for all services provided by Steve Koehler as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.
- Section 10. **Venue**: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 11. **Supervision/Certifications/Licenses**: At all times during the term of this Agreement, all building inspectors shall be under supervision and control of Steve Koehler. In addition, Steve Koehler and all officers must be certified or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Steve Koehler.
- Section 12. **Performance**: Both parties mutually agree that Steve Koehler is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Steve Koehler in no way are to be considered employees of Bartonville.
- Section 13. **Indemnification**: Steve Koehler agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers for any and all claims for damages, personal injury, and/or death that any be asserted against Bartonville arising from Steve Koehler negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance:** Steve Koehler agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Steve Koehler, its officers, employees, or agents under or pursuant to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 19th day of September 2023.

**TOWN OF BARTONVILLE**

**Steven J. Koehler**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Steve Koehler

Attest:

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Shannon Montgomery, Town Secretary