

AGREEMENT FOR CODE ENFORCEMENT SERVICES

THIS AGREEMENT FOR CODE ENFORCEMENT SERVICES (hereinafter referred to as the "Agreement") is made and entered into by America's Code Enforcement, 12860 Tischler Road, Pilot Point, Texas 76258 (hereinafter referred to as "Contractor"), and the Town of Bartonville, Texas, a municipal corporation, 1941 E. Jeter Road, Bartonville, Texas 76226 (hereinafter referred to as "Bartonville" or the "Town").

RECITALS:

WHEREAS, the Town is desirous of providing its residents and businesses with Town Code Enforcement Services; and

WHEREAS, Contractor is desirous of providing Code Enforcement Services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement for Contractor to provide Code Enforcement Services to the Town at the highest level possible 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 Town; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the Contractor 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, 2024, and ending September 30, 2025, 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:** Contractor hereby agrees to provide Bartonville the following services:

- a. **General Services:** Contractor will provide a minimum of five (5) hours per week for the enforcement of Town ordinances and applicable state law relating to the Town's zoning ordinance, subdivision regulations, building codes, and any and all other codes or ordinances of the Town, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and issuance of citations, as necessary. Contractor's services include possible testimony in municipal court, if necessary, and attendance at meetings with Town staff, as required.
- b. **Special Services:** Contractor will assist with ordinance preparation, as required. Contractor will provide other/special code enforcement inspections at the request of the Town Administrator, his/her designee, and/or the Mayor.
- c. **Reports:** Contractor will prepare and submit a monthly report and invoice to the Town Administrator of Bartonville summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- d. **Equipment and Availability:** Contractor will provide all equipment necessary to perform the Code Enforcement Services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor will be available for general and special services during the normal business hours of Town Hall.

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

- a. Make payment to Contractor, on a monthly basis and upon receipt of a monthly report and invoice, in accordance with the following fee schedule:
 - (1) Code Enforcement: Seven Hundred Dollars and No/100 (\$700.00) per month for five (5) hours per week of Code Enforcement Services.
 - (2) Code Enforcement: Forty Dollars and No/100 (\$40.00) per each additional hour, as may be needed.
- b. Provide clerical support and any administrative costs associated with code enforcement, including but not limited to 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 Contractor's performing Code Enforcement Services under this Agreement.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days' prior written notice to the other party to the address provided herein. In the event of such termination by either party, Contractor will be compensated for all services performed up 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 Contractor within five (5) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at its discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Bartonville for nonpayment of the invoiced amounts, Contractor will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of Contractor 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:

America's Code Enforcement
12860 Tischler Road
Pilot Point, Texas 76258

Bartonville Town Hall
1941 E. Jeter Rd.
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 the Town of Bartonville and Contractor.

Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Contractor for all services provided by Contractor as contained in this Agreement. Said jurisdiction shall apply to the Town limits of Bartonville and Bartonville's extraterritorial jurisdiction, where applicable.

Section 10. **Venue:** Venue for any legal dispute arising under this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all Contractor's employees, agents or assigns shall be under the supervision and control of Contractor. In addition, Contractor and all employees, agents or assigns must be certified, registered, or licensed in

their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of Contractor.

Section 12. **Performance:** Both parties mutually agree that Contractor is an independent contractor, and shall have exclusive control of performance hereunder, and that employees, agents and assigns of Contractor in no way are to be considered employees of Bartonville.

Section 13. **INDEMNIFICATION: CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF BARTONVILLE AND ITS OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH THAT ANY BE ASSERTED AGAINST BARTONVILLE ARISING FROM CONTRACTOR’S PERFORMANCE HEREUNDER, SAVE AND EXCEPT INTENTIONAL ACTS OR 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:** Contractor 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 Contractor, its employees, agents and assigns acting and/or operating under or pursuant to this Agreement.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the _____ day of September 2024.

TOWN OF BARTONVILLE:

CONTRACTOR:

Thad Chambers, Town Administrator

Bob Matthews, Owner
America’s Code Enforcement

ATTEST:

Shannon Montgomery, Town Secretary