

BUILDING INSPECTOR SERVICES AGREEMENT

This Services Agreement is made and entered into by and between James Earl IV ("BUILDING INSPECTOR"), and the City Fair Oaks Ranch ("CITY"). Building Inspector and City are each a "Party" and are together referred to as the "Parties"

WHEREAS, the CITY is responsible for enforcing applicable laws, regulations, ordinances and orders in the city limits of Fair Oaks Ranch to protect the public health, safety and welfare; and,

WHEREAS, the BUILDING INSPECTOR is agreeable to providing the services of a Professional Building Inspector to inspect construction for which building permits were issued within the city as needed and be responsible for enforcing applicable rules in accordance with the International Building Codes; and National Electric Code,

WHEREAS, the Parties agree that fair and reasonable compensation from the CITY for provision of such services will be given to the BUILDING INSPECTOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the parties agree as follows:

ARTICLE I. PURPOSE

- 1.01 The purpose of this Agreement is to acquire contracted personnel to provide building inspections within the incorporated area of the City of Fair Oaks Ranch.

ARTICLE II DEFINITIONS

- 2.01 For purposes of this agreement, the following terms shall have the meanings set forth below:
- a) BUILDING INSPECTOR. The person who has been contracted by the City of Fair Oaks Ranch to perform building inspections.
 - b) BUILDING INSPECTION. The examination of any construction for which a permit is required to ensure the building complies with the requirements of the locally adopted Building Codes.
 - c) BUILDING CODE. The 2021 edition of the International Building Code as well as the 2020 National Electric Code as adopted by the city, and any future adopted editions of the afore mentioned Building Code.
 - d) INSPECTION REPORT. A handwritten or computer-generated document detailing any deficiencies found during a building inspection. The inspection report may also include corrective action information as well as building code violation references.
 - e) CITY BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the locally adopted codes, or a duly authorized representative of the City.
 - f) OWNER'S AGENT. The architect, engineer, contractor, manager, or other person who has the owner's consent to act on his/her behalf regarding the construction, maintenance and code compliance of a commercial establishment or public building.

- g) CERTIFICATE OF OCCUPANCY. A certificate or document issued by the City, indicating the building, structure, or occupied area within a structure, has been inspected and is found to be in compliance with locally adopted codes and state laws.
- h) BUILDING AND/OR CONSTRUCTION PLANS. A set of documents that defines the requirements and activities for a building and/or construction project.
- i) PLAN REVIEW. The analysis of submitted building and/or construction plans according to the City of Fair Oaks Ranch adopted ordinances.
- j) PLAN REVIEW REPORT. A handwritten or computer-generated document detailing any deficiencies found during a building and/or construction plan review. The plan review report may also include corrective action information as well as building code violation references.

ARTICLE III. TERM

- 3.01 The term of this Agreement shall be for the period beginning January 23, 2023, and ending September 30, 2023, unless earlier terminated.
- 3.02 TERMINATION: Either Party may terminate this Agreement, with or without cause, by giving the other Party 90 days written notice of its intention to do so. The Notice shall be delivered by mail or in person to the other Party. In such event, the Agreement will terminate 90 days following receipt of such notice with no further obligation on either Party, provided that all amounts due and owing to BUILDING INSPECTOR by CITY be timely paid.
- 3.03 RENEWAL, EXTENSION: On or before May 1 of ending agreement year, CITY shall notify BUILDING INSPECTOR whether CITY desires to continue this Agreement for one year or any term of less than one year. By written agreement executed at any time before the expiration date stated herein or such subsequent expiration date as agreed to by the Parties, the Parties may renew this Agreement for a one-year term or extend the term of the Agreement for any period of less than 12 months. On an annual basis it is the city's intent to execute a Building Inspector Services Agreement that coincides with the city's fiscal year beginning October 1 and ending September 30 each year.
- 3.04 The BUILDING INSPECTOR agrees and understands that the CITY is a governmental entity that has projected costs for this Agreement and the CITY expects to pay all obligations of this Agreement from projected revenue sources, but all obligations of the CITY are subject to annual appropriation by the CITY in future years. In the event the CITY does not appropriate funds in any fiscal year for payments due under this Agreement, then this Agreement shall terminate with the CITY providing written notice of any non-appropriation to the BUILDING INSPECTOR as soon as reasonably practical.

ARTICLE IV. BUILDING INSPECTOR'S RESPONSIBILITIES

- 4.01 Perform building inspections as requested to ensure compliance with all adopted Building Codes and building related ordinances. Although there is no guarantee minimum or maximum, it is estimated that up to 225 building inspections may be requested by the city each year.
- 4.02 Provide digital inspection copies of all Building Inspection reports to the city within 24 hours of inspection.
- 4.03 Provide and maintain own office space, furnishings, equipment, appropriate clothing (ex. hard hat, steel-toed shoes), and supplies, as necessary, to perform the applicable services at the cost to the individual and not the CITY.
- 4.04 Report to the Building Official in all matters regarding this agreement.

- 4.05 By the 10th of the following month services performed, submit to the building codes department monthly invoices of inspections performed. Invoices should include each inspection type, date of inspection, hours spent on inspection, and cost of inspection performed.
- 4.06 Perform plan reviews as requested to ensure compliance with all adopted Building Codes and building related ordinances.

ARTICLE IV. CITY'S RESPONSIBILITIES

- 5.01 Pay the BUILDING INSPECTOR the sum of:
- a) \$200 per each first-time Final inspection
 - b) \$200 per each first-time Framing inspection (includes Electrical and Mechanical)
 - c) \$100 for all other building inspections including re-inspections.
 - d) \$75 per hour for plan review
- 5.02 CITY shall remit payment within 30 days of receipt of BUILDING INSPECTOR'S invoice.
- 5.03 The Building Official will be responsible for administering this agreement.
- 5.04 Provide BUILDING INSPECTOR with business cards as necessary.
- 5.05 Provide BUILDING INSPECTOR with identification badge.
- 5.6 Provide BUILDING INSPECTOR with removable magnetic city identification sign
- 5.06 Provide BUILDING INSPECTOR with general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the BUILDING INSPECTOR. The general aggregate shall be no less than \$2,000,000. Current Certificate of Insurance shall be attached as Exhibit of this Agreement.

ARTICLE V. MISCELLANEOUS PROVISIONS

- 6.01 In the performance of service by the BUILDING INSPECTOR to the CITY under the terms of this Agreement, it is mutually understood and agreed that the BUILDING INSPECTOR at all times shall be an independent contractor. Nothing herein shall be construed as giving a degree of control on the part of the CITY that creates an employer-employee relationship between the CITY and the BUILDING INSPECTOR.
- 6.02 This Agreement does not create an employment relationship, partnership, or joint venture between the BUILDING INSPECTOR and the CITY.
- 6.03 This is the sole and only agreement between the Parties concerning the subject matter set out herein. No other agreement, statement or promise made by any party or any officer, agent, or employee of any Party, which is not set out herein, shall be binding or enforceable against either Party.
- 6.04 No amendment, modification or alteration to this Agreement shall be binding unless it is set out in writing, approved by the Parties and signed by the Parties or their duly authorized representative.

- 6.05 All notices by the Parties shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:


If to CITY: City Manager's Office
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

If to BUILDING INSPECTOR: *James Earl IV*
415 Skyview Drive
Boerne, TX 78006

- 6.06 If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be reformed to the extent necessary to make the offending provision valid and enforceable, or if the offending provision cannot be modified so as to be made valid and enforceable, the invalidity or unenforceability of such provision shall not affect the remaining terms of this Agreement.
- 6.07 This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action arising from this Agreement shall be in Kendall County, Texas.

EXECUTED IN DUPLICATE THIS 23rd DAY OF January, 2023


(James Earl IV)
BUILDING INSPECTOR


TOBIN E. MAPLES
CITY MANAGER