

**FIRST AMENDMENT OF
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF HILSHIRE VILLAGE, TEXAS AND TX BBG CONSULTING, INC.**

THIS FIRST AMENDMENT OF AGREEMENT FOR PROFESSIONAL SERVICES is made effective as of the date of the last signature below by and between the City of Hilshire Village, Texas (Municipality) and TX BBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the “Parties”.

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into an Agreement for Professional Services (Agreement), by which both Parties established the terms and conditions for service delivery on May 17, 2022; and

WHEREAS, Section III, Time for Performance, of Agreement provides extension of Agreement by mutual consent of both Parties; and

WHEREAS, Section VII, Address and Notices and Communications, of Agreement provides that any formal notices or other communications shall be given in writing; and

WHEREAS, the Parties seek to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement is hereby extended for an additional term effective through September 30, 2025.
3. Agreement Section VII – Address and Notices and Communications, shall be modified as follows, hereto incorporated:
 - a. All notices and communications under this Agreement shall be sent to the Consultant at the following address:

SAFEbuilt, LLC
ATTN: Joe DeRosa, CRO
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com
4. Agreement Exhibit A – Scope of Services and Fee Schedule shall be modified as follows to add Code Enforcement Services, hereto incorporated:
 - a. **Code Enforcement Services**
 - i. Develop an inspection schedule in coordination with Municipal staff to prioritize and cover all known problem addresses or areas, operating primarily on a complaint-based system.
 - ii. Proactive inspections may be initiated for a limited period when there is a high volume of complaints, particularly of a similar nature, or at the request of the City.
 - iii. Tailor services per Municipal Council/Board direction and ensure compliance with Municipal codes and ordinances.
 - iv. Collaborate with the Municipality and residents to maintain a safe, desirable community.
 - v. Differentiate between code enforcement issues and unpermitted construction.
 1. Refer unpermitted construction to the Building Official
 2. Handle code issues via standard procedures.
 - vi. Implement a historical reporting tool with templates to track enforcement actions by address and issue type.
 - vii. Provide for each inspection:
 1. Written violation reports

- 2. Photos of violations
- 3. Records of conversations with property owners
- 4. Field notes on compliance steps
- viii. Respond to code violations as requested by the Municipality in writing.
- ix. Post violation notices, notify citizens, and conduct follow-up inspections.
- x. Address specific code issues at the Municipality's direction.
- xi. Assist with court cases and attend meetings as needed.
- xii. Pre-approve and invoice separately for additional costs like violation signs, badges, and vehicle insignia.
- xiii. Offer recommendations for code revisions as needed.
- xiv. Make presentations to Municipal boards as requested.
- xv. Provide performance reports as agreed.

b. Additional Reporting and Communication Procedures

- i. Individual addresses for code enforcement actions will be reported monthly through a formal report, including a list of all properties inspected, violation status, actions taken, and any further actions required. Reports will be shared with the Municipality.

c. Code Enforcement Service Protocols

- i. The Code Enforcement Officer will work designated hours, to be agreed upon by the Parties. All direct citizen inquiries will be routed through City Hall. Citizens will not contact the Officer directly. After-hours calls will be directed to the Police Department for emergencies, with a follow-up the next business day.
- ii. Field service time, including inspections and meetings, is billed at a minimum of two (2) hours per day, while office paperwork and reporting are billed at a minimum of one (1) hour per day.

d. Tracking and Approval of Hours

- i. Hours worked will be tracked using a time log submitted monthly for the Municipality's review. Additional or overtime hours will require pre-approval by the Municipality before work is performed.

e. Billing

- i. Code Enforcement Services - \$85 per hour
- ii. Building Official Services (when required for Sub-Standard Building support) - \$105 per hour

5. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

TX BBG CONSULTING, INC – A SAFEbuilt COMPANY

CITY OF HILSHIRE VILLAGE, TEXAS

By: _____

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: _____

Date: _____