



**CITY COUNCIL
AGENDA ITEM BRIEFING SHEET**

Council Date: October 24, 2023	Department: Administration	Presented By: Bill Funderburk
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AGENDA ITEM:

Discussion/Action of Approving Agreement with North Texas Inspection Service, L.L.C. to Provide Commercial and Residential Inspections.

BACKGROUND:

We are in the need to have a backup option for Chief Building Official, Randy Law. Since Randy is our only building inspector, at times we need inspections when he is sick or on vacation. NTIS will provide this service as needed. NTIS will perform these duties at a cost of Commercial/Multi-Family, \$150.00 per inspection and Residential at \$75.00 per inspection.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council approve agreement with NTIS.

EXHIBITS:

Agreement.

RECOMMENDED MOTION:

Motion to approve agreement with North Texas Inspection Service to provide inspection services.

STATE OF § TEXAS
COUNTY OF § PARKER

This Consultant Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of Willow Park _____ and North Texas Inspection Service, L.L.C. (hereinafter referred as "NTIS"). In consideration of the mutual promises herein contained the party's agree as follows:

RECITALS

It is the desire of City to engage the services of NTIS to provide plan review and building inspection services. NTIS shall provide services in its capacity as an independent contractor. As requested by City, inspection services shall be provided on all new building construction and building construction in progress upon the date of execution of this agreement. Such services shall include the review of plans performance of on-site inspections, the issuance of written reports related to each inspection, and other services necessary for the performance of NTIS's obligations under this agreement (hereinafter "Services").

TERMS

Term/termination. This Agreement shall be for an initial period of one (1) year, commencing on the ____ day of _____, 20__ and may be extended for five (5) additional one-year periods by mutual written agreement of the parties. NTIS may terminate this agreement at any time for any reason upon receipt by CITY of at least thirty (30) days prior written notice. CITY may terminate this Agreement at any time for any reason upon receipt by NTIS of at least thirty (30) days prior written notice.

1. **Scope of work/Compensation.** NTIS shall review, and prepare plans exam and inspection costs for the City. NTIS shall provide written notice of the costs to the applicant and City. The applicant shall pay City and City shall then pay NTIS as specified in this Agreement. *There shall be no permit issued or inspection approval by NTIS until all code and ordinances adopted by the City are met.* Permits shall be issued when copies of all applications, completed plans, and fees have been provided to the City. NTIS shall be compensated in accordance with the following fee schedule for Services provided hereunder. Such fees shall be full and complete compensation for the Services performed:
 - A. NTIS will preform *stand-alone* inspections on *existing Commercial & Multi-Family Homes* at a total cost of One Hundred Fifty Dollars (\$150.00) per inspection.
 - B. NTIS will preform *stand-alone* inspections on existing *Residential* at a total cost of Seventy-Five dollars (\$75.00) per inspection.

2. **Independent Contractor.** It is expressly understood and agreed that NTIS will perform the Services hereunder as an independent contractor and not as an officer or employee of The City; that NTIS has the right to control the day-to-day details of the Services performed under this agreement; that the manner and means of the performance of the Services by NTIS hereunder are within the sole discretion of NTIS; other than the providing of an end result, which must comply with requirements promulgated by the City; that the doctrine of respondent superior shall not apply as between the City and NTIS in that nothing herein shall be construed as creating a partnership or joint enterprise between the City and NTIS. NTIS will have no authority to bind City or otherwise incur liability on behalf of the City. Further, the City will have no obligation to provide insurance or other benefits for or on behalf of NTIS and all taxes due on compensation received by NTIS hereunder shall be the sole responsibility of NTIS.

3. **Indemnification/Remedies Cumulative.** NTIS, its, officers, agents, employees, contractors, subcontractors, permitted assigns, grantees, trustees and other legal representatives do hereby agree to fully release, indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, contractors and subcontractors from and against all claims, suits, losses, demands, judgments and costs, including reasonable attorney's fees and expenses, which in any way are related to, arise out of, result from, or accrue as a result of the services performed by NTIS, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or any other third parties for whom NTIS is legally responsible (hereinafter "Claim"). NTIS is expressly required to defend City against all such Claims to the extent requested by the City. NTIS's indemnification obligation shall be in addition to all rights, remedies, and privileges available at law or in equity. All such rights, remedies and privileges are cumulative and not exclusive, and the exercise of one or more such rights, remedies or privileges shall not be a waiver or election of remedies to any other right, remedy or privilege. Likewise, one (1) or more instances of forbearance by City in the exercise of its rights, remedies or privileges hereunder shall in no way constitute a waiver of the exercise of any such rights, remedies, or privileges.
4. **Insurance.** At its sole cost and expense, NTIS shall purchase and maintain comprehensive general liability insurance, auto liability coverage, and worker's compensation insurance covering the liability assumed under the indemnification provisions of this Agreement. At minimum, such coverage shall be in amount equal to the limitations of City's liability as specified in the Texas Tort Claims Act. General liability coverage shall be provided on an occurrence basis. Workers compensation coverage shall be in an amount specified under applicable law. Certificates of insurance shall be provided to the City upon execution of this Agreement, shall list the City as additional insured, and shall provide City with a waiver of subrogation for worker's compensation coverage.
5. **Qualified.** NTIS represents and warrants that all persons performing Services for the City hereunder are qualified to perform such Services have current licenses and certifications to perform such Services as required by applicable law, and are in good standing with the appropriate regulatory authorities governing the Services performed by each such person under this agreement.
6. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the Services described herein. All prior agreements and understanding are hereby superseded. No amendments to this Agreement shall be effective unless in writing and signed by the parties hereto.
7. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and signed by the party giving the same and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the other party hereto at the address of that party set forth below or at such other address designated in writing by that party:

CITY: City of Willow Park

NTIS: North Texas Inspection Services
8220 Clifford St.
P.O Box 150629
White Settlement, TX 76108

8. **Successors and Assigns.** City and NTIS each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor NTIS shall assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the foregoing, to the extent reasonably necessary for NTIS to perform its duties hereunder, NTIS may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the services of such agents or assistants shall be borne by NTIS at its sole cost and expense. NTIS further agrees that retaining the services of agents or assistants for any portion or feature of the work, or materials required in the performance of this Agreement, shall not relieve NTIS from its full obligations to City as provided by this agreement.

9. **Venue.** This Agreement shall be construed, defined and interpreted under the laws of the State of Texas. All obligations of the parties created hereunder are performable in the County of Tarrant, State of Texas. Exclusive venue shall lie in Tarrant County, Texas.

EXECUTED THIS _____ DAY OF _____, 20 ____ IN PARKER COUNTY, TEXAS.

CITY OF WILLOW PARK

NORTH TEXAS INSPECTION
SERVICES, L.L.C.
Jim West
President