

RESOLUTION NO. 260421-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LEONARD AND SAFEUILT, LLC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leonard, Texas, ("City"), is a Type A General-Law Municipality located in Fannin County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council desires to enter into a Professional Servies Agreement with the SAFEuilt, LLC; and

WHEREAS, the City is seeking a consultant to perform the services listed in Exhibit A of the Professional Services Agreement; and

WHEREAS, the City Council deems it in the best interest of the City to enter into the Professional Servies Agreement with SAFEuilt, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS:

Section 1. Incorporation of Premises. All of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Agreement Authorizes. The Professional Services Agreement, attached as Exhibits A, and incorporated herein by reference, are hereby approved.

Section 3. Severability. Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Cumulative Repealer. All provisions of Resolutions of the City in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of resolutions of the City not in conflict with the provisions of this Resolution, shall remain in full

force and effect.

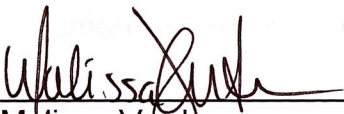
Section 5. Effective Date. That this Resolution shall become effective immediately from and after its passage, and it is so resolved.

PASSED AND APPROVED by the City Council of the City of Leonard, Texas, this the 21st day of April, 2026.

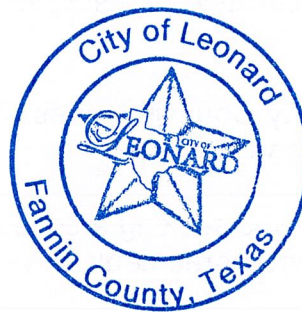


Michael Pye, Mayor

ATTEST:



Melissa Verde
City Secretary



APPROVED AS TO FORM:

M. Ann Montgomery
City Attorney

Exhibit "A"
Professional Services Agreement
Between City Of Leonard, Texas
And Safebuilt Texas, LLC

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LEONARD, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between the City of Leonard, Texas, (“Municipality”) and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for

subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") of any kind and nature, including but not limited to those alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE TWO TIMES (2X) AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE REQUIRED PURSUANT TO SECTION 14, BELOW (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and Consultant shall retain ownership of all pre-existing Consultant intellectual property, including improvements thereto all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. Subject to the preceding, as between Municipality and Consultant, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, including under Section 13, with respect to (i) the use by Municipality of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) training, (ii) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; and (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records,

documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in

connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

George Evanko, City Administrator
City of Leonard
111 West Collin St
Leonard, TX 75452
Email: cityadmin@cityofleonard.net

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt Texas, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by pandemic, fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation or some other dispute resolution procedure. The cost of the mediator shall be borne equally by each Party. The Parties must mutually agree upon selection of mediator.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall

not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended. By signing below, the Consultant certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

30. GOVERNMENT CODE/PROHIBITION OF BOYCOTT FIREARMS AND AMMUNITION INDUSTRIES

Senate Bill 19, Effective September 1, 2021, amended Subtitle F, Title 10 of the Texas Government Code to add Chapter 2274 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against the firearms and ammunition industries. By signing below, Consultant certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.

31. GOVERNMENT CODE/PROHIBITION OF BOYCOTT ENERGY COMPANIES

Senate Bill 13, effective September 1, 2022, amended Subtitle F, Title 10 of the Texas Government Code to add Section 2274.002 which prohibits a political subdivision of the State of Texas from entering into a contract with a company that discriminates against energy companies. By signing below, the Consultant certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

32. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

33. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

34. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

36. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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

SAFEbuilt TEXAS, LLC

CITY OF LEONARD, TEXAS

By: _____

By: Michael Pye

Name: Matthew K. Causley

Name: MICHAEL PYE

Title: Chief Operating Officer

Title: MAYOR

Date: April 6, 2026

Date: 4-21-26

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EXHIBIT A – LIST OF SERVICES AND FEES

1. FEE SCHEDULE

- 1.1. Beginning 24 months after the execution of this Agreement, and annually thereafter, the flat rates and lump sum rates listed shall be increased by 4.5% or based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4.5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- 1.2. Consultant fees for Services provided pursuant to this Agreement are on an ***as-requested basis by the Municipality*** and will be as follows:

2. CODE REFERENCE

- 2.1. Plan Review and Inspection of commercial and residential construction to verify compliance with the Municipality’s locally adopted codes and amendments to those locally adopted codes and the International Code Council (ICC) series of I-Codes including the International Building Code, International Residential Code and all other ICC series of I-Codes adopted by the Municipality, and the current edition of the National Electrical Code (or later versions as adopted by the Municipality), as published by the National Fire Protection Association.

3. PLAN REVIEW – RESIDENTIAL / COMMERCIAL

- 3.1. Plan Review for residential projects shall be performed within five (5) days of notification by the Municipality, while fire and commercial projects shall be performed within ten (10) days of notification by the Municipality. All reasonable effort shall be made by the Consultant to perform plan reviews when, at the request of the Municipality, there is a need for immediate services.
- 3.2. Plan Review services are invoiced 100% of the listed fee at the time of plan review completion.

4. INSPECTIONS – RESIDENTIAL / COMMERCIAL / FIRE / HEALTH

- 4.1. Inspections requested by Municipality before 4pm shall be performed the next business day by Consultant. All reasonable effort shall be made by Consultant to perform inspections when, at the request of Municipality, there is a need for immediate services. Such inspections shall be performed at no additional cost to Municipality.
- 4.2. Residential and Commercial Inspection services will be provided on a per stop basis fee as detailed below. ***A stop is defined as all inspections being done at a single address during that timeframe. For example, if plumbing rough, electrical rough and mechanical rough are called for at a single address same day, it will be billed as a single stop.***
- 4.3. Inspection Services will be invoiced 100% at the completion of the first inspection performed for that service.

5. HOURLY RATES – PERSONNEL SPECIFIC SERVICES

- 5.1. Consultant will provide Municipality with qualified Building Department Service or Civil Engineer Professional(s) to perform duties as requested.

- 5.2. Assist the Building Department in implementing procedures to make the building department more effective, advise and assist with engineering reviews, zoning ordinance review and edits, project management, code adoption or other services as requested. Consultant staff shall make a diligent effort to recommend and implement agreed upon improvements.
- 5.3. Municipality from time to time may request building code interpretation or explanation from the Consultant based on their expertise in this field. Even when Consultant is performing Building Official responsibilities for the Municipality, the final interpretive authority rests with the Municipality.
- 5.4. Consultant's Code Enforcement services typically includes investigations into a reported issue, attendance at council meetings for specific discussion, attendance at meetings to discuss known issue coming before municipality, attendance for representation of issue going before the municipal court, and assistance in code writing for issue prevention or enforcement process. Even when Consultant is performing duties as the Code Enforcement Officer for the Municipality, the final interpretive authority rests with the Municipality. For this service all time worked, whether in the field performing inspections, in the office completing paperwork, or any other time spent related to the Code Enforcement service, will be billed on an hourly basis per fee schedule below.
- 5.5. When Consultant's Code Enforcement service is specific to inspections of a Sub-Standard Building, the Consultant may include a Building Official as part of the Code Enforcement Service team. Estimated hours of involvement for this second team member can be discussed with the Municipality prior to the start of the requested substandard building inspection. The service performed by the Building Official in support of a substandard building inspection will be billed on an hourly basis per the fee schedule below.
- 5.6. Floodplain Review Services includes assisting with the Municipality floodplain oversight program. Typically, this service includes review of elevation certificate, assist with floodplain documentation required prior to Certificate of Occupancy, and assess Municipality current floodplain review practices and ordinance. For this service all time worked is on an hourly basis per fee schedule below.
- 5.7. Fire Marshal and Sanitarian (Health) Services beyond those specific tasks defined in table above are performed at an hourly rate with a 1-hour minimum charge.
- 5.8. Hourly Rate services will be invoiced at the end of each month based on the hours worked that month. Hourly Rates do not include mileage to perform these services.

These services detailed shall be performed at an hourly rate and provided only on an ***as-requested basis by the Municipality*** for a fee as detailed on the following page.

Residential Construction Building (Fees are for PLAN REVIEW and INSPECTIONS)	
0 – 1,500 S.F.	\$777.15
1,501 – 10,000 S.F.	\$777.15 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,723.50 for the first 10,000 S.F. plus \$.15 for each additional S.F. over 10,000 S.F.
Single-Family Home (Addition to Existing)	\$700
Single-Family Home (Remodel w/Mech, Elec, or Plumb)	\$650
Single-Family Home (Remodel NO Mech, Elec, or Plumb)	\$300
Auxiliary Building (w/Mech, Elec, or Plumb)	\$650
Auxiliary Building (NO Mech, Elec, or Plumb)	\$300
Swimming Pool	\$290
Generator or Solar Panel Additions	\$290
Manufactured/Mobile Homes	\$300
Irrigation	\$165
Plan Reviews after 3 rounds of plan review comments	\$125 per hour
Supplemental Inspections or single trade inspections	\$70 per top

Commercial & Multi-Family Plan Review - Projects (based on project valuation)	
\$1 to \$100,000 project valuation	\$225
\$100,001 to \$500,000	\$225 for 1 st \$ 100,000 plus \$2.29 each addt'l \$1,000
\$500,001 to \$1,000,000	\$1,141 for 1 st \$ 500,000 plus \$1.75 each addt'l \$1,000
\$1,000,001 to \$5,000,000	\$2,016 for 1 st \$1,000,000 plus \$1.34 each addt'l \$1,000
\$5,000,0001 and up	To be negotiated
Commercial Misc Plan Review (based on flat fee)	
Fire Plan Review (Life Safety / Fire Lines)	\$125 per plan review
Fuel Storage Tank Plan Review	\$125 per plan review
Health Plan Review	\$125 per plan review
Plan Reviews after 3 rounds of plan review comments	\$125 per hour

Commercial Inspections (based on project valuation)	
\$1 to \$100,000	\$340
\$100,001 to \$500,000	\$340 for 1 st \$ 100,000 plus \$3.59 each addt'l \$1,000
\$500,001 to \$1,000,000	\$1,776 for 1 st \$ 500,000 plus \$2.62 each addt'l \$1,000
\$1,000,001 and up	\$3,086 for 1 st \$1,000,000 plus \$1.87 each addt'l \$1,000
Commercial Misc Inspections (based on flat fee)	
Certificate of Occupancy	\$120 per inspection
Supplemental Inspections or single trade inspections	\$85 per stop

Fire System Plan Review (based on valuation of fire system)	
\$1 to \$6,250	\$190
\$6,251 to \$250,000	\$230
\$250,001 to \$500,000	\$310
\$500,001 to \$1,000,000	\$440
\$1,000,001 to \$3,000,000	\$620
\$3,000,001 and up	\$1,940 + \$0.10 each add'l \$1,000
Fire Misc Plan Review (based on flat fee)	
Underground Fire Code Plan Review	\$275 per plan review
Plan Reviews after 3 rounds of plan review comments	\$125 per hour

Fire System Inspections (based on valuation of fire system)	
\$1 to \$6,250	\$285
\$6,251 to \$250,000	\$345
\$250,001 to \$500,000	\$465
\$500,001 to \$1,000,000	\$660
\$1,000,001 to \$3,000,000	\$930
\$3,000,001 and up	\$2,910 + \$0.15 each add'l \$1,000

Fire Code Additional Service Inspections (based on flat fees)	
Underground Inspection	\$400
Fuel Storage Tank Inspection	\$120
Annual - Day Care, Foster Home	\$120
Annual - Commercial	\$120 per occupant
Annual - Multi-Family	\$120 per building
Annual - Nursing Home, Assisted Living, School	\$240
Certificate of Occupancy	\$120 per hour (1-hour minimum)
Re-Inspection	\$120

Health Plan Reviews - Projects (based on flat fees)	
Health Plan Review (Change of Use/Occupant or Remodel Projects)	\$125 per plan review
Plan Reviews after 3 rounds of plan review comments	\$125 per hour

Health Code Service Inspections (based on flat fees)	
Category A – TCS foods or non-TCS foods are processed and prepared or commercial kitchen with extensive preparation and processing <i>Examples: Chili's, Mexican Restaurants, C-Store snack bars, etc.</i> (Fee is for two (2) inspections annually)	\$400
Category B – Pre-packaged TCS foods are sold and/or limited to non-TCS foods including sliced citrus beverage garnishments, crushed ice mixed with a sugar water-based syrup are sold. Limited preparation and processing	\$190

<i>Examples: Grocery Stores, Bars (without full kitchen), etc.</i> (Fee is for one (1) inspection annually)	
Category C – Non-TCS foods such as farmers market (whole produce), convenience store with no preparation, snow cone or pop-a-top bar with set-ups. Limited to no food preparation or processing. (Fee is for one (1) inspection annually)	\$125
Category A – If Score 70 or below at any annual insp. – Quarterly Inspection Fee	\$400
Annual Food Establishment Certificate	\$125 per certificate
Annual Public Pool Inspection (One (1) inspection required per year during operational season)	\$195 per pool
Mobile Food Truck Inspection	\$125 per truck
Temporary Events	\$95
Re-inspection	\$125 per trip
Complaint Investigation (per complaint / per hour)	\$125 per hour (2-hour min.)

Public Works Services	
Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review Inspection	3.0% of the cost of construction
Temporary Back Up Inspections	\$150/hour, minimum of 4 hours

Building Department Professional Services (based on hourly rates)	
Permit Tech Services	\$ 75 per hour
Code Enforcement Officer	\$ 105 per hour
Building Official / City Planner / Floodplain Review Services	\$ 125 per hour
Fire Marshal / Sanitarian (Health) / Sub-Standard Building Services	\$ 125 per hour
Senior City Planner	\$ 150 per hour
Civil Engineering Professional Services (based on hourly rates)	
Clerical / Administrative	\$ 85 per hour
CADD Specialist	\$ 110 per hour
Survey Crew	\$ 170 per hour
Survey Technician	\$ 120 per hour
Surveyor, RPLS	\$ 210 per hour
Junior Level Civil Engineer (EIT)	\$ 140 per hour
Mid-Level Civil Engineer (PE)	\$ 173 per hour
Floodplain Review Services (CFM)	\$ 175 per hour
Senior Level Civil Engineer (PE)	\$ 245 per hour
Project Manager	\$ 235 per hour
Principal	\$ 290 per hour