

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This **AGREEMENT FOR PROFESSIONAL SERVICES (“Contract”)** is made by the **CITY OF NORTH RICHLAND HILLS**, a Texas municipal corporation, hereinafter called "**City**," and **INTERNATIONAL CODE COUNCIL, INC.**, hereafter called "**Contractor**." The parties are each individually referred to herein as a “party” and collectively as the “parties.”

1. **SCOPE OF SERVICES**

Contractor agrees to provide training and education services as further described in Exhibit A (the “Services”), attached hereto and incorporated herein by reference.

2. **COMPENSATION**

The compensation to be paid to Contractor for the Services performed hereunder shall not exceed \$72,000.00 annually. Payment shall be made in equal installments of, or upon completion of all Services. No expenses shall be paid under this Agreement in excess of such amount without the express written consent of the City.

3. **TERM**

This Contract shall be effective upon the Effective Date identified below and shall expire upon completion of all Services.

4. **TERMINATION**

Either party may terminate this Contract at any time for cause or convenience by providing thirty (30) days’ written notice to the other party. Upon the receipt of such notice, Contractor shall immediately discontinue all Services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Contractor shall be entitled to payment for Services provided up until the date of termination. Contractor shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

4.1 **Non-appropriation of Funds.**

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION; RELEASE OF LIABILITY**

Contractor hereby indemnifies and holds harmless City and its officers, directors and employees from and against any and all third-party claims, losses, damages, liabilities, judgments, settlements, or costs, including reasonable attorneys' fees, arising out of any claim that the Services or materials provided hereunder by Contractor violate or infringe the copyright or trademark rights of any person or entity.

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE LIABILITY OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS, WHICH MAY ARISE OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR PROVIDES THE SERVICES AND ASSOCIATED MATERIALS AS-IS WITHOUT REPRESENTATION OR WARRANTY. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CITY, ITS AFFILIATES, OR ANY THIRD PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES OR INJURY ARISING UNDER THIS LETTER OF AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER CITY OR CONTRACTOR HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. The foregoing limitations on liability shall not apply to claims for damages arising from Contractor's willful acts or omissions or third-party indemnification claims.

6. **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and Services hereunder as an independent contractor and not as an officer, agent or employee of the City. Contractor shall have exclusive control of and the exclusive right to control, the details of the work performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor, its agents, employees and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the Contractor.

7. **QUALIFICATIONS**

Contractor serves as the sole source for the Services since it is the exclusive developer and publisher of the International Codes and their supporting publications, and the sole provider of the corresponding training program(s).

8. **PROHIBITION OF ASSIGNMENT**

Neither party hereto shall assign, sublet or transfer their interest herein without the prior written consent of the other party, and any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void.

9. **CHOICE OF LAW; VENUE**

This Contract shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

10. **FORCE MAJEURE**

Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed, and shall have the right to terminate this Contract if a force majeure event continues for more than sixty (60) days, by reason of war; civil commotion; acts of God; inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

11. **CONFIDENTIAL INFORMATION**

Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the Services only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Contractor is a material breach of this Agreement. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims or damages caused by Contractor's breach of this confidentiality provision.

12. **RIGHT TO AUDIT**

During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Contractor related to the Services performed under this Agreement, for audit purposes or otherwise. Contractor agrees to provide reasonable access during regular business hours to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Contractor agrees that it will keep records relating to the Services provided hereunder for as long as required by law.

13. **NOTICES**

Any notice required to be given hereunder shall be given by certified mail, return receipt to the following addresses:

If to City:  
City of North Richland Hills  
Attn: Paulette Hartman, City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76102  
Email: [phartman@nrhtx.com](mailto:phartman@nrhtx.com)  
Phone: (817) 427-6007

If to Contractor:  
International Code Council, Inc.  
Attn: Matthew Winn, SVP  
4051 Flossmoor Rd  
Country Club Hills, IL 60478  
Email: [mwinn@iccsafe.org](mailto:mwinn@iccsafe.org)  
Phone: (822) 422-7233, Ext 4300

With copy to the City Attorney at:  
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
Attn: Bradley A. Anderle  
6000 Western Place, Ste 200  
Fort Worth, TX 76107  
Email: [banderle@toase.com](mailto:banderle@toase.com)  
Phone: (817) 332-2580

14. **INSURANCE**

Contractor shall maintain the following Insurance coverage during the term of this Contract, or other coverage acceptable to the City:

- 14.1. Comprehensive general liability insurance policy in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate for damage and/or injury to persons or property.
- 14.2. Professional liability policy with limits of no less than \$1,000,000 per claim or occurrence.
- 14.3. Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Contractor conducts its business.
- 14.4. Auto liability policy or its equivalent with a combined single limit of not less than \$1,000,000 per accident.

15. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Contractor has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute.

Within ten (10) business days of receipt of the notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

EXECUTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

ACCEPTED AND AGREED:

CONTRACTOR:

By: Matthew Winn  
By: [Matthew Winn \(Nov 7, 2024 13:10 EST\)](#)  
Name: Matthew Winn  
Title: Senior Vice President

Date: Nov 7, 2024

ATTEST:

By: Matthew Winn  
By: [Matthew Winn \(Nov 7, 2024 13:10 EST\)](#)  
Name: Matthew Winn  
Title: SVP

CITY OF NORTH RICHLAND HILLS:

By: \_\_\_\_\_  
Paulette Hartman  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Alicia Richardson  
City Secretary/Chief Governance  
Officer

APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley A. Anderle  
City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall provide the following Services for the indicated price:

- \$12,000, to incorporate various area Council of Governments amendments (4 sets @ \$3,000 each)
- \$30,000, \$5k for 6 trainings, 1.5 days each, one instructor each session (includes travel)
- \$30,000, references for up to 400 participants (printed 2018 ISPSC)

**Invoicing:**

Fees will be invoiced to City by Contractor on a monthly basis from the Effective date through the final completion of the Services.

Contractor's invoices shall state the dates on which Services were performed, the associated cost of such Services, and a brief description of the Services provided on each such date.

City shall pay each Contractor invoice within 30 days of such invoice being submitted.







# Agreement

Final Audit Report

2024-11-07

Created:	2024-11-06
By:	Meagan Merrill (mmerrill@nrhtx.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFclOPubum0vtR7VKqC0ZTf0m9zbjkn4r

## "Agreement" History

-  Document created by Meagan Merrill (mmerrill@nrhtx.com)  
2024-11-06 - 3:00:11 PM GMT
-  Document emailed to mwinn@iccsafe.org for signature  
2024-11-06 - 3:02:45 PM GMT
-  Email viewed by mwinn@iccsafe.org  
2024-11-07 - 5:05:55 PM GMT
-  Signer mwinn@iccsafe.org entered name at signing as Matthew Winn  
2024-11-07 - 6:10:41 PM GMT
-  Document e-signed by Matthew Winn (mwinn@iccsafe.org)  
Signature Date: 2024-11-07 - 6:10:43 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-07 - 6:10:43 PM GMT