

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement") is made by and between the City of Farmers Branch, Texas ("City") and Bradley Tucker Investments, LLC, a Texas limited liability company, doing business as Instant Inspector ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in providing environmental health inspections of permitted food establishments and as needed inspections of pools and spas, follow up or complaint inspections, food establishment plan review, pool and/or spa plan review (the "Project"), and stormwater inspections, on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and continue for a period of two years (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. Thereafter, this Agreement may automatically renew for an additional one (1) year term ("Renewal Term") unless either Party provides written notice to the other Party to terminate not later than ninety (90) days prior to the last day of the Initial Term or the then current Term (the Initial Term and Renewal Term collectively referred to herein as "Term").

1.2 Either Party may terminate this Agreement by giving ninety (90) days prior written notice to the other Party. In the event of such termination the Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II

Scope of Service

2.1 The Consultant shall perform the services in connection with the Project as set forth in the Scope of Services. The Consultant shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 Licenses. Consultant represents to City that Consultant possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Consultant's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Consultant such information with respect to the Project as Consultant may reasonably request in order to render Consultant's services effectively. Consultant will hold in strict confidence all information with respect to the Project which is furnished to Consultant by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Consultant, shall be and remain the property of City, and shall be returned to City upon expiration or termination of this Agreement.

2.6 Conflict of Interest. Consultant agrees to notify City and seek City's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's services under this Agreement. City may deny any such approval for Consultant's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Consultant's services under this Agreement.

Article III

Schedule of Work

The Consultant agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Consultant will be compensated for services provided pursuant to this Agreement in accordance with the fee schedule set forth in the Scope of Services. The Consultant shall invoice the City monthly for each inspection performed. The Consultant shall inspect each permitted food establishment as requested for compliance with the **City's Code of Ordinance Chapter 26, Article V**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for services that shows the names of the Consultant's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The per inspection rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to the established per inspection rates shall require the prior written consent of the City and shall not exceed \$70,000.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Consultant shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations.

6.9 Notice. Any notice required or permit to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Benjamin W. Williamson
City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Attn: Nicole A. Hamilton Corr
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road STE 700-220
Flower Mound, Texas 75028

If intended for Consultant:

Attn: Bradley Strange, RES
Manager
Bradley Tucker Investments, LLC
dba Instant Inspector
539 W. Commerce Street, #1601
Dallas, Texas 75208-1953

6.10 Insurance.

- (a) Consultant shall, during the term hereof, maintain in full force and effect the following insurance: (i) a commercial general liability policy for bodily injury, death and property damage, including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Consultant pursuant to this Agreement with a minimum limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000 aggregate including products and completed operations coverage; (ii) automobile liability covering all vehicles owned, non-owned and hired and/or operated by Consultant, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000; and (iv) Professional Liability with policy limit of not less than

\$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Consultant, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement shall be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice of cancellation, non-renewal, and/or material changes of the policy. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-VII" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Consultant shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Consultant shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Consultant by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Consultant verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Consultant verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

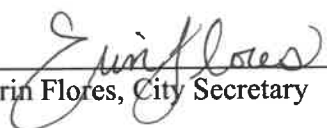
(Signature Page to Follow)

EXECUTED this 15th day of September, 2025.

CITY OF FARMERS BRANCH, TEXAS

By: 
Benjamin W. Williamson, City Manager

ATTEST:

By: 
Erin Flores, City Secretary

APPROVED AS TO FORM:

By: 
Nicole A. Hamilton Corr, City Attorney

EXECUTED this 8th day of September, 2025.

BRADLEY TUCKER INVESTMENTS, LLC,
dba INSTANT INSPECTOR

By: 
Bradley Strange, RES
Manager

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will provide the following services:

- Inspections conducted as needed, on-site, routine Environmental Health inspections for all permitted food establishments in Farmers Branch for compliance with Texas Food Establishment Rules 2021, as adopted by the City of Farmers Branch.
 - List of food establishments to be provided by the City.
- Provide inspection reports within 24 hours on city-provided laptop using the Tyler app software to the Environmental Health Division of the City of Farmers Branch for City record retention.
- Public or semi-public pool inspection, as needed. City will contact Contractor and provide pool location(s).
- Bi-weekly jobsite storm water inspections. City will provide jobsite locations.

Closing Business

If, during inspection, it is determined that a priority item violations exists that possess an imminent danger to public health and cannot be fixed immediately, or an approved alternative procedure has not been implemented, Contractor shall inform the Environmental Health Division prior to closing the establishment.

If the food establishment is ordered closed, the reason for closure shall be clearly stated on the inspection form.

Steps for closing a food establishment:

1. Notify the Environmental Health Division of your findings and observations.
2. Contact the Environmental Health Division to seek recommendations on the situation or if you are uncertain about what action is appropriate or if you have questions about your responsibilities or require assistance.
3. Document the violation by recording a complete written report and photographs where appropriate.
4. Notify the food establishment manager or person in charge of the reason(s) for the closure including a discussion of the corrective actions necessary to remedy the situation and re- open the facility.
5. Prepare a closure notice stating the reason for the closure and ensure copies are provided to the manager and a copy saved in the file.
6. If directed by the Health Manager, the Contractor may conduct a reinspection to reopen the facility or establishment.

EXHIBIT "A"
SCOPE OF SERVICES

7. Provide instructions to the food establishment operator regarding notification to the City when they have corrected all necessary deficiencies needed to reopen.

Cost of Services

| Permit Type | Fee (Per Inspection) |
|-------------------------------------|----------------------|
| Food Establishment | \$130.00 |
| Temporary Event | \$75.00 |
| Pool & Spa | \$100.00 |
| Restaurant Plan Review | \$100.00 |
| Pool & Spa Plan Review | \$100.00 |
| Complaint Investigation (food/pool) | \$100.00 |
| Follow-up Inspection (food/pool) | \$75.00 |
| Stormwater Inspection | \$160.00 |