

August 8, 2024

This proposal is intended to confirm our mutual understanding of the terms of our engagement with respect to our representation of your firm:

Texas City, Texas

Retention of Code Concepts Group, LLC is for building code, fire code, and related standards expert services, analysis, and guidance generation, specifically:

Provision of code consulting services dealing with proposed energy storage system installations as addressed by the current International Code Council's (ICC) series of codes and relevant referenced standards such as those of the National Fire Protection Association (NFPA) in relation to locally and state adopted codes and standards. Services to include:

- Code review, application and solution guidance for the energy storage systems based upon requirements appearing in the various Texas City fire and building codes and referenced standards of ICC and NFPA.
- Follow up questions and reviews regarding code issues/solutions for the facilities.
- Videoconferencing as necessary with city officials and applicants.
- Travel assignments based upon schedule availability and prior approval.
- Additional assignments based upon mutual agreement.

In connection with this engagement, all communications between Code Concepts Group, LLC and your firm, as well as communications between Code Concepts Group, LLC and any attorney, agent or employee acting on your firm's behalf shall be regarded as confidential and solely for the purpose of assisting your counsel in giving legal advice to your firm. Code Concepts Group, LLC will not disclose to anyone, without your prior written permission, the nature or content of any future, oral or written communication, nor of any information gained from the future inspection of any papers, records or documents. Additionally, Code Concepts Group, LLC will not permit inspection of any such papers, records or documents, without prior written consent from your firm.

All papers, work papers, records or other documents, regardless of their nature and the source where they emanate, shall be held by Code Concepts Group, LLC solely for your convenience, subject to your unqualified right to instruct Code Concepts Group, LLC with respect to possession and control. Reports and work papers prepared by Code Concepts Group, LLC under your direction belong to:

Texas City, Texas

As part of the Agreement, Code Concepts Group, LLC will immediately notify your firm of any occurrences of any of the following events:

1. The exhibiting of any papers, work papers, documents or records prepared by or submitted to Code Concepts Group, LLC or someone under the direction of Code Concepts Group, LLC in a manner not expressly authorized by your firm;
2. The request by anyone to examine, inspect or copy such papers, work papers, documents, or records; and/or
3. Any attempt to serve or the actual service of any court order, subpoena or summons which requires the production of any such papers, work papers, documents, or records.

In all cases Code Concepts Group, LLC will be free to participate in general code development discussions, hearings and processes in a manner it decides appropriate. Code Concepts Group, LLC will not take or abide by any directed testimony in relation to codes and standards development.

Fees for Code Concepts Group, LLC services will be computed as set forth in Attachment "A." not to exceed \$49,000.00 plus approved travel expenses.

**This agreement will be effective from August 12, 2024, and will continue through to September 30, 2024. The terms of this agreement will be auto renewed for twelve (12) month periods on October 1<sup>st</sup> of each budget year unless terminated by either party after providing a sixty (60) day notice.**

If the above fairly sets forth your understanding of the services Code Concepts Group, LLC will provide to your firm, please sign this letter in the space provided on the next page and return it to Code Concepts Group, LLC.

I look forward to working with you on this project.

Very truly yours,



Michael D. O'Brian  
Managing Partner



The services described in the foregoing are in accordance with my understanding. Terms described in this letter are acceptable and hereby agreed to.

Agreed and Accepted By:

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Dated: \_\_\_\_\_, 2024





(810) 337-8788

[www.concepts.codes](http://www.concepts.codes)

9032 Rosemary Ln  
Brighton, MI 48114

## Attachment 'A'

### Basic Fees:

\$250.00 per staff hour billed in 15-minute increments monthly plus travel expenses.

Approved Travel Expenses billed separately; travel days billed at 4-hours of time.

### Other:

Invoices generated monthly thirty (30) days net.