



THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION AND PLAN REVIEW SERVICES

THIS THIRD AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION AND PLAN REVIEW SERVICES ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **M.T. CAUSLEY, LLC**, a limited liability company duly organized and authorized to do business in the State of Florida (EIN# 65-0782808) ("Contractor").

WHEREAS, after a competitive procurement process the City of Dunnellon entered into a Professional Services Agreement with M.T. Causley, LLC, effective November 2, 2020, for the provision of planning, review, inspection and other building department related services (the "Dunnellon Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to piggyback the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, on April 6, 2021, the City of Ocala and M.T. Causley, LLC, entered into a Cooperative Purchasing Agreement for the Provision of Building Inspection and Plan Review Services (the "Original Agreement"), City of Ocala Contract Number: GRM/210338, to "piggyback" the Dunnellon Agreement for a term commencing April 6, 2021 and ending September 30, 2021; and

WHEREAS, on October 29, 2021, City and Contractor entered into a First Amendment to Cooperative Purchasing Agreement for the Provision of Building Inspection and Plan Review Services (the "First Amendment") to extend the contract term through September 30, 2022; and

WHEREAS, on February 14, 2023, City and Contractor entered into the Second Amendment to Cooperative Purchasing Agreement for the Provision of Building Inspection and Plan Review Services (the "Second Amendment") to extend the contract term from November 2, 2022 through November 1, 2024; and

WHEREAS, on February 14, 2023, the City of Dunnellon and Contractor entered into Amendment Two of the Professional Services Agreement between the City of Dunnellon and M.T. Causley, LLC amending the contract's pricing schedule; and

WHEREAS, City and Contractor now desire to amend the Original Agreement to reflect the revised pricing schedule approved by the City of Dunnellon.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.



- 3. **AMENDMENT TO EXHIBIT A – CITY OF DUNNELLON AGREEMENT.** The document attached to the Original Agreement as Exhibit A – City of Dunnellon Agreement is hereby amended to include **Exhibit B – Amended Pricing Schedule 2023.**
- 4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: M.T. Causley, LLC
 Attn: Jessica Adkins
 10720 Caribbean Blvd, Ste. 650
 Cutler Bay, Florida 33189
 PH: 305-262-0629
 E-mail: jadkins@safebuilt.com
suhail@mtcinspectors.com

If to City of Ocala: Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 PH: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 PH: 352-401-3972
 E-mail: cityattorney@ocalafl.org

- 5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Third Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

M.T. CAUSLEY, LLC

DocuSigned by:

William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:

Matthew K. Causley

99F22F4C43D141B...

By: Matthew K. Causley
(Printed Name)

Title: President
(Title of Authorized Signatory)

AMENDMENT TWO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DUNNELLON
AND M.T. CAUSLEY, LLC

MASTER

Amendment Two to the Professional Services Agreement effective November 2, 2020, between the City of Dunnellon, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on January 1, 2023.

RECITALS AND REPRESENTATIONS

WHEREAS, Municipality and Consultant entered into a Professional Services Agreement ("Agreement"), by which both Parties established the terms and conditions for service delivery for the period of November 2, 2020 through November 1, 2022; and

WHEREAS, Amendment One was executed October 24, 2022 with the purpose of adding services beyond those stipulated in the Agreement on an as-needed basis; and

WHEREAS, the Agreement allows for hourly rates to be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics.

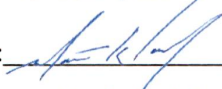
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Municipality to compensate Consultant based on Exhibit B – Revised Fee Schedule for Services, hereto incorporated.
3. All other conditions and terms of the original Agreement and Amendment 1 not specifically amended herein, shall remain in full force and effect.

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

M.T. CAUSLEY, LLC

CITY OF DUNNELLON

By: 
 Name: Matthew K. Causley
 Title: President
 Date: January 23, 2023

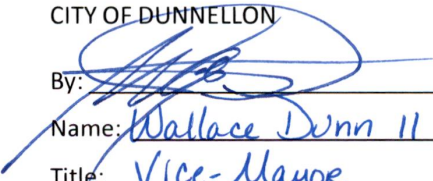
By: 
 Name: Wallace Dunn II
 Title: Vice-Mayor
 Date: _____

Exhibit B - Amended Pricing Schedule 2023 CONTRACT# GRM/210338

**Exhibit B –
Revised Fee Schedule for Services
Effective January 1, 2023**

Services	Standard Hourly Rate
Building Official – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$100.00 per hour – one (1) hour minimum
Code Enforcement	\$80.00 per hour – two (2) hour minimum
Additional Staff – as requested by Municipality	
Professional Planning Services – Remote	\$98.80 per hour
Grant Writing	\$98.80 per hour
GIS Services	\$98.80 per hour
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour – one (1) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour – one (1) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$140.40 per hour – two (2) hour minimum
Time tracked will start when staff checks in at the city or first inspection site	

Certificate Of Completion

Envelope Id: 9DD2CD883A2E4E54B5285828682749F2	Status: Completed
Subject: FOR SIGNATURE - Amendment 3 - Building Inspection and Plan Review Services (GRM/210338)	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
4/7/2023 3:10:35 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Matthew K. Causley
 jladkins@safebuilt.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 107.222.201.239

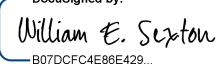
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 Signed: 4/11/2023 12:32:26 PM

Electronic Record and Signature Disclosure:

Accepted: 4/10/2023 7:38:06 AM
 ID: c88527ae-5a6d-4275-b0d2-cc95c8029283

William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 4/11/2023 4:16:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Interwest
 rneilsen@interwestgrp.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/11/2023 4:16:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/7/2023 3:26:16 PM
Envelope Updated	Security Checked	4/10/2023 12:40:57 PM
Envelope Updated	Security Checked	4/10/2023 12:40:57 PM
Envelope Updated	Security Checked	4/10/2023 12:40:57 PM
Envelope Updated	Security Checked	4/10/2023 12:40:57 PM
Certified Delivered	Security Checked	4/11/2023 4:16:02 PM
Signing Complete	Security Checked	4/11/2023 4:16:29 PM
Completed	Security Checked	4/11/2023 4:16:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.