

**COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION
AND PLAN REVIEW SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **M.T. CAUSLEY, LLC**, a limited liability company duly organized in and authorized to do business in the state of Florida (EIN: 65-0782808) ("Consultant").

WHEREAS, after a competitive procurement process, the City of Dunnellon, Florida ("Dunnellon") entered into a Professional Services Agreement with M.T. Causley, LLC for the provision of building inspection and plan review services, City of Dunnellon contract number 2020-01 (the "City of 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, City desires to purchase labor, services, and materials for the provision of building inspection and plan review services pursuant to essentially the same terms and conditions provided under the City of Dunnellon Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Consultant agrees to extend the terms, conditions, and pricing of the City of Dunnellon Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Building Inspection and Plan Review Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **City of Dunnellon Agreement:** shall mean the Professional Services Agreement between the City of Dunnellon and M.T. Causley, LLC, and its exhibits, as amended and attached hereto as **Exhibit A – City of Dunnellon Agreement**.
3. **INCORPORATION OF CITY OF DUNNELLON AGREEMENT.** The City of Dunnellon Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Dunnellon Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Consultant shall only include this Agreement and those documents listed in

this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: City of Dunnellon Agreement (A-1 through A-13)
 - B. Exhibit B: Price Proposal (B-1)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Dunnellon Agreement are modified and replaced, in their entirety, as follows:
- A. The term "Municipality" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Consultant a price not to exceed the maximum limiting amount of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit B – Price Proposal**.
 - C. **CONTRACT TERM.** This Agreement shall become effective and commence on **JANUARY 20, 2026**, and continue through and including **NOVEMBER 1, 2026**. This Agreement may be renewed for additional **TWO (2) YEAR** periods by written consent between City and Contractor, upon renewal of the City of Dunnellon Agreement.
 - D. **Invoice Submission.** All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Consultant shall submit the original invoice through the responsible City Project Manager at: City of Ocala Growth Management Department, 201 SE 3rd Street, Second Floor, Ocala, Florida 34473 Attn: **Matthew Liebfried** E-Mail: mliebfried@ocalafl.gov ; Office: 352-629-8421.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Consultant; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to

Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant's Commercial General Liability policy or separate Commercial Automobile Liability policy.
7. **GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Consultant as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Consultant shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Consultant shall waive and shall ensure that Consultant's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to

- protect Consultant's interests or liabilities or to protect Consultant from claims that may arise out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subcontractors, or for anyone whose negligent act(s) Consultant may be liable.
- B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Consultant shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Consultant shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
12. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
13. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum

of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Consultant is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement 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 Consultant:

M.T. Causley, LLC
Attention: Michael T. Causley, President
866 Ponce de Leon Blvd., 2nd Floor
Coral Gables, Florida 33134
Phone: 305-246-0696
E-mail: MTC@mtcinspectors.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Consultant, 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 Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Peter Lee
City Manager

Approved as to form and legality:

M.T. CAUSELY, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DUNNELLON
AND M.T. CAUSLEY, LLC – A SAFEbuilt Company**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Dunnellon, (“Municipality”) and M T Causley, LLC – A SAFEbuilt Company, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”) Municipality and Consultant shall be jointly referred to as “Parties”

RECITALS

WHEREAS, Municipality issued Request for Proposals No 2020-01 Building Inspection Services for Residential and Commercial Properties (“RFP”) in an effort to seek potential qualified vendors to provide plan review, inspection, and other building department related services, and

WHEREAS, pursuant to RFP, Municipality accepted competitive proposals for Building Department Services (the Services), and

WHEREAS, the Services are delineated in the RFP, and

WHEREAS, after evaluation Municipality has determined that the most responsive and responsible proposal was submitted by the Consultant and that Consultant has the necessary resources, experience, and ability to perform the contract at a competitive price

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 codes, amendments and ordinances adopted by the elected body of Municipality, the “Scope of Services” listed in RFP #2020-01, and the List of Services attached hereto as Exhibit “A.” The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant and/or the List of Services attached hereto 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 seventy-five (75) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.0%) per month in accordance with Florida’s Local Government Prompt Payment Act. 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

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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 become effective on November 2, 2020. The initial term of this Agreement shall be twenty-four (24) months, subsequently; Agreement shall automatically renew for twenty-four (24) month terms, unless and until terminated as thereafter specified herein. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

The Municipality may terminate the Agreement at any time for cause and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice to the Consultant. Consultant may terminate the Agreement at any time without cause by giving one hundred-eighty (180) days prior written notice to the City. Consultant will have the right to terminate this Agreement, in writing, following breach by the City, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the City's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement. Unless in dispute, Consultant shall be compensated for services rendered up to and including the date of 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. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Services.

9 PERFORMANCE STANDARDS

Consultant shall perform the Services to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or their designee. 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. All personnel engaged by Consultant in providing Service shall be qualified to perform same.

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 shall have no power to incur any debt, obligation, or liability on behalf of Municipality or otherwise act on behalf of Municipality as an agent.

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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 where 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.

Notwithstanding anything herein to the contrary, Consultant and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of Florida Statute 768.28

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) with notice to Municipality. Consultant may subcontract any or all of the Services to its Affiliates with 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 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") 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 Consultant's compliance with municipal law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from Municipality.

Municipality shall indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. Notwithstanding any other provision herein, Municipality's liability to Consultant under the preceding sentence shall not include punitive

EXHIBIT A- CITY OF DUNNELTON AGREEMENT

damages or interest for the period before judgment; additionally the Municipality shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgment paid by the Municipality arising out of the incidence or occurrence, exceeds the sum of \$300,000. Such limitations shall apply whether the underlying action sounds in contract or tort.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

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 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 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, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14 INSURANCE

- A. The insurance requirements specified within RFP-2020-01 are incorporated herein, except where such requirements are exceeded by the provisions within this section that follow
- B. 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.
- C. 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.
- D. 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.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate
- F. 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.

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- G Municipality shall be named as an additional insured on Consultant's insurance coverage
- H 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. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate recipient of Services from the Municipality as a result of the performance of the Agreement, or the Services that may be procured by the Municipality as a result of the recommendations made by Consultant. Consultant's covenant under this subsection shall survive the termination of the Agreement.

16 OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials 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 the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties 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. Such materials shall not be the subject of a copyright application by Consultant. Consultant's covenant under this section shall survive termination of this Agreement. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

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.

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

19 CONSULTANT PERSONNEL

Consultant shall employ, at its own expense, 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. All Services will be performed by Consultant or under its supervision.

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. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. 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. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. 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 25% of the employee's annual salary including bonus.

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:	If to Consultant:
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EXHIBIT A- CITY OF DUNNELLON AGREEMENT

Dawn Bowne, City Administrator City of Dunnellon 20750 River Drive Dunnellon, FL 34431 Email dbowne@Dunnellon.org	Michael T Causley, President M T Causley, LLC – A SAFEbuilt Company 866 Ponce de Leon Blvd, 2nd Floor Coral Gables, FL 33134 Email MTC@mtcinspectors.com
Lonnie Smith Community Development Manager Email LSmith@dunnellon.org	Tom Walsh Account Manager Email TWalsh@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 events beyond the reasonable control of such party, 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. The cost thereof shall be borne equally by each Party.

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 covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services to be performed by Consultant under the Agreement, or which would conflict in any manner with the performance of its Services hereunder. Consultant further covenants that, in performance of the Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with their performance of Services pursuant to the Agreement.

29 PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

D Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality

E **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Clerk Office: Mandy Roberts Address: 20750 River Drive Dunnellon, FL 34431	Phone: 352.465.8500 Email: MRoberts@Dunnellon.org
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30 COMPLIANCE WITH LAW

Consultant shall keep itself informed of State, Federal, and local laws, ordinances, codes, and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to the Agreement. Consultant shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, Consultant must at all times be qualified or registered to do business in the State of Florida The City, its officers, and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section

31. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all Services to be provided will be provided in accordance with applicable federal, state and local law Venue for any action shall lie in Marion County, Florida

32. COUNTERPARTS

This Agreement and any amendments 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

33 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

34 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

35 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

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

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



Michael T. Causley, President
M T Causley, LLC – A SAFEbuilt Company

October 1, 2020

Date



Signature

Date

10-12-2020

C. Dale Burns, Jr., Mayor

Name and Title
City of Dunnellon

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Consultant shall provide all Services in accordance with the requirements of the “Scope of Services” listed within RFP#2020-01

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments, or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Code Enforcement Services

The primary focus of any code enforcement program is to achieve compliance without confrontation and at minimum cost. In order to meet the needs of your community we will

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations, and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative, and detailed recap reports within agreed upon frequencies
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Attend staff meeting and make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Floodplain Management Services

- ✓ Facilitate and assist with the floodplain oversight program as established by Municipality
- ✓ Assist Municipality with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- ✓ Assist in the preparation of annual re-certification statements for continuing program compliance
- ✓ Review elevation certificates for new construction projects
- ✓ Assist the Municipality on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- ✓ Assess current practices to help ensure Municipality is credited with eligible CRS program elements and maintain or improve current classification rating
- ✓ Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide a monthly activity report that will be used for monthly invoicing
- ✓ Municipality will provide zoning administration for projects assigned to Consultant
- ✓ Municipality will provide codes books for front counter use
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Consultants representative(s) will be on-site weekly based on activity levels
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment
- ✓ Additional Inspectors/Plan Examiners will be dispatched on an as-needed basis

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to Municipality's cutoff		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Residential.</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ New Construction	5 business days	2 business days or less
	✓ Addition	3 business days	2 business days or less
	✓ Remodel	3 business days	2 business days or less
<u>Non-Residential.</u>			
✓ New Construction	7 business days	3 business days or less	
✓ Addition	5 business days	3 business days or less	
✓ Remodel	5 business days	3 business days or less	

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased 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% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows

Services	Standard Hourly Rate
Building Official – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$90.00 per hour – one (1) hour minimum
Code Enforcement	\$65.00 per hour – two (2) hour minimum
Additional Staff – as requested by Municipality	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$80.00 per hour – one (1) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$80.00 per hour – one (1) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum
Time tracked will start when staff checks in at the city or first inspection site	

CONSULTANT will supply:

1. Vehicles - fuel, maintenance, and repair
2. Communication equipment, i.e., cell phones
3. Field-related equipment necessary to perform daily duties
4. Salary and benefits to Contractor staff
5. Insurance: Automobile (owned and unowned); Professional Liability, Errors and Omission; General Liability; Worker's Compensation Exemption Certificate.

MUNICIPALITY will supply:

1. Furnished office space
2. All stationery and office supplies
3. Access to computers, copy machines and telephone service within the Municipality offices
4. Administrative Staff

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:

Building Official	\$106.60 per hour – one (1) hour minimum
- Residential & Commercial Inspection (all Trades)	
- Residential & Commercial Plan Review (all Trades)	
- Flood Plain Management	
Code Enforcement	\$85.28 per hour – two (2) hour minimum
Permit Technician	\$74.62 per hour

Additional Staff – as requested by Municipality

Professional Planning Services – Remote	\$105.32 per hour
Grant Writing	\$105.32 per hour
GIS Services	\$105.32 per hour
Remote Residential and Commercial Inspection Services	\$101.27 per inspection
– Includes Building, Electrical, Plumbing and Mechanical	
Remote Residential and Commercial Plan Review Services	\$101.27 per hour – one (1) hour minimum
– Includes Building, Electrical, Plumbing and Mechanical	
Weekend/After Hours/Emergency Inspection Services	\$149.66 per hour – two (2) hour minimum

Time tracked will start when Consultant checks in at the Municipality or first inspection site.

Consumer Price Index (CPI) Fee Adjustment

Municipality agrees to revise the hourly rates based on any changes made to the City of Dunnellon’s Agreement.