

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EUSTIS, FLORIDA
AND M.T. CAUSLEY, LLC**

Amendment to the Professional Services Agreement effective October 11, 2017, between the City of Eustis, Florida, (City) and M.T. Causley, LLC, (Consultant). City and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date on which the Amendment is fully executed by both Parties.

RECITALS AND REPRESENTATIONS

City and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on October 11, 2017; and

The Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

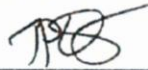
Agreement is hereby amended as set forth below:

1. Consultant will provide a full time Building Official to the City available three days a week.
2. The following fee schedule shall replace Section 4. FEE SCHEDULE of Agreement.

Service Fee Schedule:	
Building Official Services <ul style="list-style-type: none">• Residential and Commercial Inspection (all Trades)• Residential and Commercial Plan Review (all Trades)• Flood Plan Management	\$90.00 per hour – two (2) hour minimum (three days a week. Monday, Wednesday and Fridays)
Additional Staff – as requested by City	
Residential and Commercial Inspection Services <ul style="list-style-type: none">• Includes Building, Electrical, Plumbing, Mechanical	\$80.00 per hour – four (4) hour minimum
Residential and Commercial Plan Review Services <ul style="list-style-type: none">• Includes Building, Electrical, Plumbing, Mechanical	\$80.00 per hour –four(4) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$120.00 per hour – two (2) hour minimum
Time tracked will start when Consultant checks in at City or first inspection site.	
Beginning January 01, 2020 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 City or, if not reported for the City 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.	

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by this Amendment.

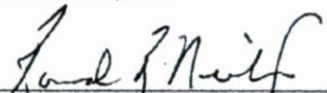
IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
M.T. Causley, LLC

February 25, 2019

Date



Ronald R. Neibert, City Manager
City of Eustis, Florida

2/24/19

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EUSTIS, FLORIDA
AND M.T. CAUSLEY, LLC**

**AMENDED
2/25/19**

This Professional Services Agreement ("Agreement") is entered into by and between the City of Eustis, Florida, ("City") and M.T. Causley, LLC, ("Consultant"). The City and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the City's procurement ordinance and procedures permit the purchase of goods and/or services by "piggyback" on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the Town of Lady Lake, Florida in accordance with the Agreement entered into September 21, 2016; and

WHEREAS, City and the Consultant have determined that the Town of Lady Lake's Agreement is an acceptable agreement upon which the City and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

1. TOWN OF LADY LAKE AGREEMENT TERM AND CONDITIONS

Except as otherwise stated herein; the terms and conditions of the Town of Lady Lake Agreement shall form the bases of this Agreement with the City. A true and correct copy of the Town of Lady Lake Agreement is attached as Exhibit A. The Town of Lady Lake Agreement is hereby incorporated into the Agreement and shall be the controlling document.

2. COMMENCEMENT AND COMPLETION

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. 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.

3. SCOPE OF SERVICE

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours.

4. FEE SCHEDULE

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

Service Fee Schedule:	
Includes Residential and Commercial inspection and plan review for the follow:	
• Building, Plumbing, Mechanical and Electrical	
Inspection Services	\$67.50 per hour – eight (8) hour minimum
Plan Review Services	\$67.50 per hour – eight (8) hour minimum
Building Official Services	\$70.00 per hour – eight (8) hour minimum
Flood Plan Management	\$70.00 per hour - eight (8) hour minimum
Time tracked will start when Consultant checks in at the City or first inspection site.	
Consumer Price Index (CPI) Fee Adjustment	
Beginning January 01, 2019 and annually thereafter, the hourly rates listed above shall be increased based upon the increase in the Consumer Price Index, but not more than 4% annually. Hourly rates shall not decrease for the term of this Agreement.	

5. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented in person or sent pre-paid, first class United States Mail, addressed as follows:

If to the City:	If to the Consultant:
Lori Barnes, AICP, Development Director City of Eustis 10 North Grove Street Eustis, FL 32727	Michael T. Causley M.T. Causley, LLC 97 NE 15 th Street Homestead, FL 33030

6. 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.

7. WAIVER

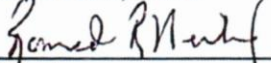
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

8. 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 communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity 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.

City of Eustis, Florida


Signature

Name: Ronald R. Neibert

Title: City Manager

Date: 10 / 11 / 17

M.T. Causley, LLC


Signature

Name: Michael T. Causley

Title: President

Date: 10 / 11 / 2017


ATTEST:

LORI BARNES

EXHIBIT A

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN M.T. CAUSLEY, LLC
AND THE TOWN OF LADY LAKE, FLORIDA**

THIS AGREEMENT made and entered into this 21ST day of SEPTEMBER, 2016, by and between the **TOWN OF LADY LAKE, FLORIDA**, hereinafter referred to as "TOWN" and **M.T. CAUSLEY, LLC**, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the TOWN is a municipal corporation of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the TOWN; and

WHEREAS, CONSULTANT is in the business of providing certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections on an as-needed basis in the State of Florida.

NOW, THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** That the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** That the parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONSULTANT shall provide the services described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Unless specifically excluded, the CONSULTANT shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" shall be resolved in favor of the body of this Agreement.
 - b. **Payment.** In consideration of the performance of this Agreement, the TOWN agrees to pay CONSULTANT for all permits issued, at the rate or basis described in Exhibit "A" which is attached hereto and incorporated herein by reference.
 - c. **Commencement and Completion.** The CONSULTANT shall commence work under this Agreement upon approval and acceptance of this Agreement by the Town, and continue to provide services for the duration of this Agreement. This Agreement shall be for a period of two (2) years from the date hereof. The TOWN shall have the option to renew this Agreement for two (2) additional one-year periods per the terms delineated in Exhibit "A" with all other terms and conditions to remain in effect subject to annual fee escalations of 5% on hourly rates.

d. Termination.

- i. **Termination at Will:** This Agreement may be terminated by the TOWN or CONSULTANT at any time without cause by giving written notice not less than 30 days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, services shall be proportionally paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - ii. **Termination for Cause:** This Agreement may be terminated by either party for cause by the TOWN or the CONSULTANT giving written notice to the other party not less than 15 days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, services shall be proportionally paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
- e. **Contact and Management.** The Project Manager for the CONSULTANT shall be Mark Ogles, Principal of M.T. Causley, LLC (or his successor). The contact for the TOWN shall be Thad Carroll, Growth Management Director (or his successor).
- f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:

TOWN: TOWN OF LADY LAKE
Attention: Thad Carroll, Growth Management Director
409 Fennell Boulevard
Lady Lake, FL 32159

CONSULTANT: M.T. CAUSLEY, LLC
Attention: Michael T. Causley
97 NE 15th Street
Homestead, FL 33030

g. Insurance.

- i) The CONSULTANT shall maintain throughout this Agreement the following insurance:
 - i. Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
 - ii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the CONSULTANT, in an amount not

less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the TOWN as an additional named insured; and

- iii. Workers' Compensation Insurance for all employees of the CONSULTANT as required by Florida Statutes. A Waiver of Subrogation in favor of the Town of Lady Lake, Florida and its members, officers and employees shall be endorsed onto the Workers' compensation policy.
- 2) The Town of Lady Lake, Florida and its members, officers and employees shall be an additional insured on those insurance coverages/policies listed above except Workers' Compensation.
 - 3) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.
 - 4) The CONSULTANT shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - i. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - ii. With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - 5) Neither approval nor failure to disapprove the insurance furnished by the CONSULTANT to the TOWN shall relieve the CONSULTANT of the CONSULTANT'S full responsibility to provide insurance as required under this Agreement.
 - 6) The CONSULTANT shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONSULTANT. The certificate of insurance shall contain the provision that the TOWN be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed certificates of insurance to the TOWN at a minimum of fifteen (15) calendar days in advance of such expiration
 - 7) Unless otherwise notified, the certificate of insurance shall be delivered, within 10 days, to:

Town of Lady Lake
Attention: Thad Carroll, Growth Management Director
409 Fennell Boulevard
Lady Lake, FL 32159

- 8) The name and address of the Certificate Holder on the certificate of insurance must be:

Town of Lady Lake
409 Fennell Boulevard
Lady Lake, FL 32159

- 9) In the event that CONSULTANT fails to maintain insurance as described herein, CONSULTANT agrees that such failure will constitute a material breach of this Agreement and the TOWN shall have the right to terminate this Agreement without further liability. Further, CONSULTANT agrees that upon such breach, the TOWN may take any action necessary at law or in equity to preserve and protect TOWN'S rights.

3. **General Provisions.** That the parties hereby agree to the following general provisions:

- a. **Representations of the CONSULTANT.** The CONSULTANT represents that it has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONSULTANT operates.
- b. **Representations of the TOWN.** The TOWN represents that it is duly organized and existing as a municipal corporation of the State of Florida. Further, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement.
- c. **Personal nature of Agreement.** The CONSULTANT hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONSULTANT. Accordingly, this Agreement is personal and the CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the TOWN. In the event the CONSULTANT requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONSULTANT shall obtain the written approval of the Town Manager prior to engaging such subcontractor or professional associate.
- d. **Independent Contractor.** The CONSULTANT agrees that it is an independent Contractor, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the TOWN to its employees, including, but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the TOWN to the CONSULTANT. Further,

CONSULTANT will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONSULTANT shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

- e. **Indemnification.** The CONSULTANT agrees to make payment of all proper charges for labor required in the aforementioned work and CONSULTANT shall indemnify TOWN and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONSULTANT under this Agreement; or the negligence of the CONSULTANT in the performance of its duties under this Agreement, or any act or omission on the part of the CONSULTANT, his agents, employees, or servants. CONSULTANT shall defend, indemnify, and save harmless the TOWN or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the TOWN or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONSULTANT duties under this Agreement, or through the negligence of the CONSULTANT in the performance of its duties under this Agreement, or through any act or omission on the part of the CONSULTANT, his agents, employees, or servants. CONSULTANT shall provide such indemnity regardless of the negligence or other culpability of the TOWN, excluding only those circumstances where the TOWN is solely negligent.
- f. **Bid documents.** Any request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, are considered the "Bid Documents" and are hereby incorporated into this contract by reference. The CONSULTANT agrees to abide by all of the terms, conditions and requirements of the bid documents which are declared to be material part of this Agreement.
- g. **Acceptance of work product, payment and warranty.** Upon receipt of a periodic work product, together with an invoice sufficiently itemized to permit audit, the TOWN will diligently review same. Payment found to be due the CONSULTANT will be paid to the CONSULTANT within fifteen (15) days after the date of receipt of the invoice. The CONSULTANT warrants that the data utilized by the CONSULTANT (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in the Consultant's industry or profession to be a reliable basis and foundation for the Consultant's work product. The CONSULTANT shall notify the TOWN in writing should it appear, in the CONSULTANT'S professional judgment, that the data or information provided by the TOWN for use in the Consultant's work product is incomplete, defective or unreliable. The CONSULTANT guarantees to amend, revise or correct to the satisfaction of the TOWN any error appearing in the work as a result of the Consultant's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the TOWN shall relieve the CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

h. **Public Records.** All monthly operating reports and records required to be prepared or maintained by the CONSULTANT in accordance with the Scope of Services (Exhibit "A"), shall be deemed to be public records. The CONSULTANT shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONSULTANT assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT. The TOWN reserves the right to unilaterally cancel this Agreement for refusal by the CONSULTANT to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. **If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at (352) 751-1501, or via e-mail at nslaton@ladylake.org, 409 Fennell Boulevard, Lady Lake, FL 32159.** Further, the CONSULTANT shall also be required to comply with public records laws as follows:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN'S custodian of public records, provide the TOWN 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 this chapter or as otherwise provided by law.
3. 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 the CONSULTANT does not transfer the records to the TOWN.
4. Upon completion of the contract, transfer, at no cost, to the TOWN all public records in possession of the contractor or keep and maintain public records required by the TOWN to perform the service. If the CONSULTANT transfers all public records to the TOWN upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

4. **Miscellaneous Provisions.** That the parties hereby agree to the following miscellaneous provisions:

- a. **Discrimination.** That the CONSULTANT shall assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex from participation in, denied benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONSULTANT shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, Bid Documents or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized TOWN representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.
- g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the

parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

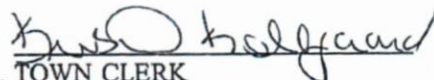
- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.

THE TOWN OF LADY LAKE, FLORIDA

By: 
Kristen Kollgaard, Town Manager

ATTEST:


TOWN CLERK


APPROVED AS TO LEGAL FORM

TOWN ATTORNEY

M.T. CAUSLEY, LLC

By: 
Michael T. Causley

EXHIBIT "A"
SCOPE OF SERVICES

Provide Florida Statute §468 certified Building Official, Plans Examiner(s) and Inspector(s) to perform mandatory building code administration, plan reviews, inspections, and product or material approvals associated with any of the General Building, Structural, Mechanical, Electrical and Plumbing building components (hereinafter "Services") on behalf of the TOWN OF LADY LAKE as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments and the Lady Lake Code of Ordinances, in accordance with the following:

The rate of compensation for these services shall be billed at an hourly rate in accordance with the attached Fee Schedule as depicted by Exhibit "B". However, compensation for such services shall not exceed \$160,000 per fiscal year.

The CONSULTANT shall provide other services as agent of the TOWN, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services not related to a permit will be billed in accordance with the rates as depicted in the fee scheduled as submitted in the bid proposal in response to RFP No. 2016-0005.

All Inspections will be performed on a daily or as needed, basis provided that notice is obtained by 4:30 p.m. on the preceding day. Additionally, the CONSULTANT'S personnel will be available to the TOWN via cell phone during normal business hours, fax, or email 24-hours per day.

In addition to using the CONSULTANT'S tracking and scheduling tools, the CONSULTANT will provide the TOWN with monthly and/or quarterly reports regarding activities related to permitting as requested by the TOWN.

CONSULTANT shall not charge the Town in excess of the fees agreed upon in this Agreement and will pay at CONSULTANT'S own expense all wages, payroll, employee benefits, Nextel radios, vehicles, fuel, worker's compensation insurance associated with the required technical personnel, and any other costs or fees associated with CONSULTANTS' business.

The TOWN will provide, at its discretion, office space for meetings, badges/ID's, office telephone, permit clerks, and administrative personnel, additional personnel may be requested as an additional service on an as needed basis. The TOWN'S administrative personnel or Commission, where applicable, will approve all site plans, accept building permit applications and associated paperwork, issue building permits and collect all related fees.

The CONSULTANT will meet with contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns as they relate to the plan review or inspection duties, including providing guidance on applications for building permits.

M.T. Causley, LLC Contract

The CONSULTANT will perform other duties that are related or incidental to primary responsibilities of plan examiners, inspectors and code enforcement that are pertinent to the site or building subject to the permit issued as part of the "Services" described herein.

The CONSULTANT may be required to attend meetings or to provide professional consultation to TOWN officials and staff in connection with the assigned work or related projects as part of the "Services" described herein.


 The TOWN of Lady Lake agrees that they will not hire any of CONSULTANT'S current ~~or~~ former employees during the contract period or within twelve (12) months of termination of the contract. In the event that the TOWN violates this clause, CONSULTANT shall have the right of injunctive relief and the TOWN shall be responsible for all costs associated with CONSULTANT'S claim regarding such.

EXHIBIT "B"
FEE SCHEDULE

M.T. Causley will provide the required services at the following rates:

Service	Discipline	Rate Per Hour
Building Official	Building Official	\$70.00
All inspection services excluding natural disaster events and construction plan review	Building Inspector:	\$67.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$67.50
Review and process construction plans for obtaining building permits on an as-needed basis	Building Plans Examiner:	\$67.50
	Mechanical, Electrical, and/or Plumbing Plans Inspector:	\$67.50
Perform all inspection and construction plan review services during natural disaster events	Building Inspector:	\$77.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$77.50
Performing all inspection services, excluding natural disaster events and construction plan review, in excess of 40 hours per week	Building Inspector:	\$100.00
	Mechanical, Electrical, and/or Plumbing Inspector:	\$100.00
Review and process construction plans for permitting (40 hours per week)	Building Plans Examiner:	\$62.50
	Mechanical, Electrical, and/or Plumbing Plans Examiner:	\$62.50

Time tracked will not include travel time. Our time starts when we check in at the Building Department to receive inspections.